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North
Northamptonshire
Council



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Council

Democratic Services
Municipal Offices
Bowling Green Road
Kettering
Northamptonshire
NN15 7QX

Meeting: Shared Services Joint Committee
Date: Wednesday, 9th June 2021
Time: 2.00 pm
Venue: Council Chamber, Municipal Offices, Bowling Green Road, Kettering, NN15 7QX

To members of the Northamptonshire Joint Shared Services Committee

Councillors Cllr Jason Smithers, Cllr Helen Harrison, Cllr Graham Lawman, Cllr Jonathan Nunn, Cllr Adam Brown and Cllr Malcolm Longley.

This agenda has been published by Democratic Services.
Contact: anne.ireson@northnorthants.gov.uk

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03	Apologies for non-attendance		-
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Items requiring a decision			
06	Terms of Reference for the Shared Services Joint Committee	Director of Legal and Democratic & Monitoring Officer - NNC Adele Wylie	5 - 14
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09	Schedule of Meetings	Director of Legal and Democratic & Monitoring Officer - NNC Adele Wylie	297 - 298
Exempt Items			
010	None Notified		
Urgent Items			
011	To consider any items of business of which notice has been given to the Proper Officer prior to the meeting of the Shadow Executive and the Chairman considers to be urgent pursuant to the LGA 1972.		
012	Close of Meeting		
	<p style="text-align: center;">Rob Bridge, Chief Executive, North Northamptonshire Council</p> <p style="text-align: center;"></p> <p style="text-align: center;">Proper Officer 1st June 2021</p>		

Exempt and Confidential Information

Where there is a need for the Council to discuss exempt or confidential business, the press and public will be excluded from those parts of the meeting only and will be unable to view proceedings.

Public Participation

The Council has approved procedures for you to request to address meetings of the Council.

ITEM	NARRATIVE	DEADLINE
Members of the Public Questions	Questions may be submitted by members of the Public to meetings of the committee. The question must be in writing and submitted 2 clear working days prior to the meeting. There are no supplementary questions permitted, and no debate on questions or answers. A period of 30 minutes (Chair's Discretion) is allocated for Public Questions.	5:00 pm Friday 4 th June 2021
Members of the Public Agenda Statements	Members of the Public may make statements at meetings in relation to reports on the agenda. A request to address the committee must be received 2 clear working days prior to the meeting. The member of the Public has a maximum of 3 minutes to address the committee. A period of 30 minutes (Chair's Discretion) is allocated for Public Statements.	5:00 pm Friday 4 th June 2021
Other Members Questions	Written questions of up to 50 words maximum permitted. To be received at least 2 clear working days prior to the meeting. Chair's discretion on supplementary question. A period of 30 minutes (Chair's Discretion) is allocated for Other Members' Questions.	5:00 pm Friday 4 th June 2021
Other Members Agenda Statements	Other Members may make statements at meetings in relation to reports on the agenda. A request to address the committee must be received 2 clear working days prior to the meeting. The Shadow Member has a maximum of 3 minutes to address the committee. A period of 30 minutes (Chair's Discretion) is allocated for Member Statements.	5:00 pm Friday 4 th June 2021

Please contact anne.ireson@northnorthants.gov.uk for more information.

Members' Declarations of Interest

Members are reminded of their duty to ensure they abide by the approved Member Code of Conduct whilst undertaking their role as a Councillor. Where a matter arises at a meeting which **relates to** a disclosable pecuniary interest, you must declare the interest, not participate in any discussion or vote on the matter and must not remain in the room unless granted a dispensation.

Where a matter arises at a meeting which **relates to** other registrable interests, you must declare the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but must not take part in any vote on the matter unless you have been granted a dispensation.

Where a matter arises at a meeting which **relates to** your own financial interest (and is not a disclosable pecuniary interest) or **relates to** a financial interest of a relative, friend or close associate, you must disclose the interest and not vote on the matter unless granted a dispensation. You may speak on the matter only if members of the public are also allowed to speak at the meeting.

Members are reminded that they should adhere to the Council's approved rules and protocols during the conduct of meetings. These are contained in the Council's approved Constitution.

If Members have any queries as to whether a Declaration of Interest should be made please contact the Monitoring Officer at – Adele.Wylie@northnorthants.gov.uk

Press & Media Enquiries

Any press or media enquiries should be directed through the Council's Communications Team to communications@northamptonshire.gov.uk

Public Enquiries

Public enquiries regarding the Council's meetings can be made to democraticservices@northnorthants.gov.uk



SHARED SERVICES JOINT COMMITTEE

Wednesday, 9th June 2021

Report Title	Shared Services Joint Committee – Terms of Reference	
Report Author	Adele Wylie Director of Legal and Democratic Services Adele.Wylie@NorthNorthants.gov.uk	
Contributors/Checkers/Approvers		
North MO		
North S151		
Other Director/SME		

List of Appendices

Appendix A – Terms of Reference for the Shared Services Joint Committee

1. Purpose of Report

To approve the Terms of Reference for the Shared Services Joint Committee

2. Executive Summary

This report and Appendix A outlines the Terms of Reference and constitutional requirements in relation to the Northamptonshire Shared Services Joint Committee.

3. Recommendation

- 3.1 It is recommended that the Terms of Reference for the Northamptonshire Shared Services Joint Committee, attached at Appendix A, be approved.

(Reason for Recommendation – to comply with the requirements of the Constitution.

4. Report Background

The Constitutions of both North Northamptonshire and West Northamptonshire Council's set out the Terms of Reference for Joint Arrangements. Terms of Reference for the Shared Services Joint Committee should be formally ratified at the first meeting of the Committee.

Constitutions were adopted by each Shadow Council.

5. Issues and Choices

Both councils may establish joint arrangements with one or more local authorities and/or their executives to exercise functions in any of the participating authorities or to advise the Council. Such arrangements may involve the appointment of a joint committee with these other local authorities by either council or the Executive depending on the functions being exercised. Where the Executive establishes a joint committee, they may only appoint members of the Executive and those members need not reflect the political composition of the Council as a whole.

6. Implications (including financial implications)

6.1 Resources and Financial

N/A

6.2 Legal

There are no legal implications arising from the adoption of the attached Terms of Reference.

Any amendments recommended by the Committee may need to be ratified by each Council as set out in the relevant Constitutions.

(Part 3: Role of Council Paragraph 1.1.1 – North Northamptonshire Council)
(Part 4: Democracy and Governance Para 4.4.1 – West Northamptonshire Council)

6.3 Risk

N/A

6.4 Consultation

N/A

6.5 Consideration by Scrutiny

Council Constitutions were adopted by the respective Shadow Councils following consideration by Scrutiny Committees.

6.6 **Climate Impact**

N/A

6.7 **Community Impact**

The role of the Shared Services Joint Committee is to oversee the management of those services which are provided on a Northamptonshire-wide basis on behalf of both Councils to ensure effective delivery of services and provide strategic direction.

7. **Background Papers**

North Northamptonshire Council Constitution
West Northamptonshire Council Constitution

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SHARED SERVICES JOINT COMMITTEE
(between West Northamptonshire and North Northamptonshire)

Terms of Reference

The Joint Committee's role is to oversee the management of those services which are provided on a Northamptonshire wide basis on behalf of North Northamptonshire and West Northamptonshire Councils to ensure effective delivery of such services and to provide strategic direction.

The Joint Committee is specifically responsible for:

- a) Developing and agreeing the strategy for each of the services
- b) Approving the Service Plans for the Specified functions including targets for service quality, performance and efficiency.
- c) Agreeing the responsibilities of each Council to deliver the Service Plans and agreed strategy, including any specific responsibilities of the Provider Council and that the responsibilities are documented within the Service Plans.
- d) Ensuring that the services are provided within the policy and budget set by the councils.
- e) Ensuring that the arrangements ensure that each Council's statutory responsibilities are met
- f) Reviewing the performance of the services and initiating additional/remedial action where appropriate.
- g) Ensuring that clear operational policies are in place and that these are complied with
- h) Ensuring the provision of adequate funds and other resources to enable delivery
- i) Agreeing the basis for apportioning cost between the two Councils and the amount to be apportioned
- j) Ensuring that effective risk management arrangements are in place, that the services are subject to adequate and independent audit and that any audit recommendations are acted upon.
- k) Approving business cases for proposed changes and overseeing the progress of subsequent work

- l) Ensuring that there are robust plans for any disaggregation of services and that there is a smooth transition to new service delivery arrangements.
- m) Resolving issues that are referred to the Joint Committee by relevant Chief Officers of the Service
- n) Delegating functions of the Joint Committee to officers of either Council under s101 Local Government Act 1972.
- o) Agreeing arrangements to place staff employed by one of the authorities at the disposal of the other authority to carry out the functions of the Joint Committee as described above under s113 Local Government Act 1972.
- p) To take decisions in relation to the commissioning and procurement of services either hosted or under a lead authority arrangement from a third party.
- q) Providing an Annual Report to each of the two Councils on the performance, finances and proposed service improvements including any arrangements for disaggregation.

Definitions

Any reference to Access to Information legislation shall mean Part VA of the Local Government Act 1972 (as amended) and The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 (as amended).”

Functions

The Joint Committee will discharge functions on behalf of both Councils.

Membership

There will be 6 elected members of the Joint Committee, 3 appointed from each Council. Appointments will be made in line with each Authority’s governance arrangements.

Appointments will be made for a maximum period not extending beyond each Member’s remaining term of office as a Councillor.

As nominees of their respective Councils, members of the Joint Committee are governed by the provisions of their own Council’s Codes and Protocols including the Code of Conduct for Members and the rules on Disclosable Pecuniary Interests.

Each authority will utilise existing mechanisms for substitution as laid down in their own Standing Orders.

Chair

Each Council will appoint one Member as a Co-Chair each of whom, in rotation, preside over meetings of the Joint Committee.

Meeting venues shall rotate between the Council's main offices with the Co-Chair from the authority which is hosting the meeting presiding over the meeting. Where the host Co-Chair is not present, the Joint Committee shall appoint an alternate Co-Chair from amongst its number to preside over the meeting.

The Joint Committee may establish sub-committees to undertake elements of its work if required and subject to the approval of each of the constituent authorities.

Delegation to Officers

The Joint Committee may delegate specific functions to officers of either of the Councils. Any such delegation may be subject to the requirement for the officer to consult with or obtain the prior agreement of an officer (or officers) of the other Council. It may also be subject to the requirement for the officer with delegated authority to consult with the Co-Chairs of the Joint Committee before exercising their delegated authority.

Administration

Organisational and clerking support for the Joint Committee will be provided for by the host authority.

Budget

The Joint Committee will not have an allocated budget.

Agenda Management

All prospective items of business for the Joint Committee shall be agreed by the Joint Officer Board in accordance with the wider NCT agreements and governance and shall be confined to the matters set out in these Terms of Reference.

To comply with Access to Information legislation in the publication of agendas including Forward Plan requirements, those functions delegated to the Joint Committee for determination and defined as key decisions must be included in the Forward Plan for the Joint Committee.

Meetings

The Joint Committee will meet as and when required for the purposes of fulfilling its function with regards dispute resolution. The quorum for a meeting of the Joint Committee shall be at least two members from each Council.

Access to meetings and papers of the Joint Committee by the Press and Public is subject to Part VA of the Local Government Act 1972 (as amended) and Part 2 of the

Local Authorities (Executive Arrangements) (Meetings and Access to information) (England) Regulations 2012.

Notice of Meetings

The host authority clerk of the Joint Committee will give notice to the public of the time and place of any meeting in accordance with the Access to Information requirements.

At least five clear working days in advance of a meeting the host authority clerk of the Joint Committee will publish the agenda via the website of the host authority and distribute a copy of the papers to all Members of the Committee. Five clear days does not include weekends or national holidays and excludes both the day of the meeting and the day on which the meeting is called.

Member Participation

Any Member of each Council who is not a member of the Joint Committee may ask a question or address the Committee with the consent of the Co-Chair of the meeting at which they wish to speak.

Business to be Transacted

Standing items for each meeting of the Joint Committee will include the following:

- Apologies for absence
- Declarations of Interest
- Minutes of the Last Meeting
- Substantive items for consideration

The Co-Chair may vary the order of business and take urgent items as specified in the Access to Information Requirements at his / her discretion. An item of business may not be considered at a meeting unless:

A copy of the agenda included the item (or a copy of the item) is open to inspection by the public for at least five clear days before the meeting; or

Where the meeting is convened at shorter notice from the time the meeting is convened; or

By reason of special circumstances which shall be specified in the minutes the Co-Chair of the meeting (following consultation with the other Co-Chair) is of the opinion that the item should be considered at the meeting as a matter of urgency "Special Circumstances" justifying an item being considered as a matter of urgency will relate to both why the decision could not be made at a later meeting allowing the proper time for inspection of documents by the public as well as why the item or report could not have been available for inspection for five clear days before the meeting.

Cancellation of Meetings

If in the event a dispute is resolved prior to the meeting of the Joint Committee called to resolve the issue, after consultation with the other Co-chair the meeting will be cancelled

Rules of Debate

Meetings shall be conducted in accordance with the Rules of Debate set out within the Committee Procedure Rules of West Northamptonshire Council.

Request for Determination of Business

Any member of the Joint Committee may request at any time that the Joint Committee move to vote upon the current item of consideration.

Urgency Procedure

Where the Co-Chairs of the Joint Committee are of a view that an urgent decision is required in respect of any matter within the Joint Committee's Terms of Reference and it cannot wait until an Ordinary Meeting of the Joint Committee has been called and notice been given under Paragraph 12 of this Schedule (Notice of Meetings), then arrangements will be made to call an urgent meeting of the Joint Committee.

Voting

With regards the Joint Committee's function in the resolution of disputes under the conflict resolution mechanism, each elected member will be entitled to one vote. Where there is an equality of votes the Chairman will have a casting vote however if the matter cannot be resolved between the Councils then the Dispute Resolution may be engaged.

Minutes

At the next suitable meeting of the Joint Committee, the Co-Chair presiding will move a motion that the minutes of the previous meeting be agreed as a correct record. The meeting may only consider the accuracy of the minutes. Once agreed, the Co-Chair presiding at the meeting will sign the minutes.

Exclusion of Public and Press

Members of the public and press may only be excluded from a meeting of the Joint Committee either in accordance with the Access to Information requirements or in the event of disturbance.

A motion may be moved at any time for the exclusion of the public from the whole or any part of the proceedings. The motion shall specify by reference to Section 100(A) Local Government Act 1972 the reason for the exclusion in relation to each item of business for which it is proposed that the public be excluded. The public must be excluded from meetings whenever it is likely, in view of the nature of business to be

transacted, or the nature of the proceedings that confidential information would be disclosed.

If there is a general disturbance making orderly business impossible, the Co-Chair may adjourn the meeting for as long as he/she thinks is necessary. To comply with the Executive Arrangements (Access to Information) Regulations 2012 all background papers will be published as part of the Joint Committee agenda and be made available to the public via the website of each authority.

Overview and Scrutiny

Decisions of the Joint Committee will be Executive and subject to scrutiny and call-in. For any Joint Committee meeting including decisions, the minutes will be published within two working days. On the publication of the minutes of a meeting of the Joint Committee, 5 clear days must elapse (not including the date of publication and weekend days and bank holidays) before decisions can be implemented.

Decisions of the Joint Committee which are defined as executive decisions will be subject to the "call in" arrangements operating in each Council as set out in its constitution. Where a decision is called in, arrangements will be made at the earliest opportunity for it to be heard.



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Item no: 7

SHARED SERVICES JOINT COMMITTEE

9th June 2021

Report Title	A Synopsis of the Inter Authority Agreement between WNC and NNC	
Report Author	Jas Kumari Legal Advisor Jas.kumari@westnorthants.gov.uk	
Contributors/Checkers/Approvers		
North MO		
North S151		
Other Director/SME		

List of Appendices

Appendix A – List of delegated functions and services

Appendix B – IAA and Schedules

1. Purpose of Report

- 1.1. The purpose of this report is to provide a synopsis of progress to date in respect of the Inter Authority Agreement (IAA) between NNC and WNC and the governance arrangements being developed to support the management of the agreement and the associated schedules.

2. Executive Summary

- 2.1 In readiness for the transition to unitary status, a transformation exercise was undertaken to plan the future of services previously delivered by NCC and district and borough councils.
- 2.2 A blueprint document was developed which set out the list of all of the functions and services, as well as the proposed service treatment for each function. The blueprint document was approved by the Shadow Executives of both North and West Northamptonshire in September 2020.
- 2.3 The service treatments were;
- a. Disaggregation - These were NCC and District & Borough services that could clearly be split by 01 April 2021 into NNC or WNC. Circa 175 services

fell into this category and were wholly transferred to the successor authority on 01 April 2021.

- b. Externally Provided Services - These were NCC and District & Borough services that were provided by other organisations and proposed to continue to be provided externally from 01 April 2021. A small number of services fall into this category and include those delivered by the Children's Trust and the LGSS partnership.
 - c. Hosted Authority arrangements – These were NCC services that were not in a state of readiness for disaggregation on 01 April 2021. The Services were to be hosted (delivered) by one Council on behalf of the other Council until any prerequisites or dependencies were resolved to support a future split. Approximately 23 services are delivered under a host arrangement.
 - d. Lead Authority Arrangement – These were services agreed to be delivered by one council on behalf of the other for an indefinite period of time. Approximately 26 services are in this category.
- 2.4 Further reports were taken to both Shadow Executives in February 2021 and March 2021 to set out the detailed of the Inter Authority arrangements and to establish an overarching agreement which set out the broad framework of the arrangements.
- 2.5 NNC and WNC entered into an arrangement for the functions / services to be delivered by one authority on behalf of the other under a delegation agreement, on either a hosted or lead authority arrangement; The host / lead authority being the Provider Authority and the Authority receiving the services being the delegating Authority.
- 2.6 The delegation arrangement was captured in an Inter Authority Agreement which sets out the terms and conditions under which the aggregated services would be delivered and governed.
- 2.7 The lawful basis for such delegations is section 101 of the Local Government Act 1972, which permits a local authority to arrange for the discharge of any of its function -
- a. by a committee, a sub-committee or an officer of the authority; or
 - b. by any other local authority.
- 2.8 For the purposes of this report, the list of the functions / services delivered under a s101 arrangement include all the host and lead services set out in the blueprint and which are incorporated in the IAA.
- 2.9 In addition to the Inter Authority Agreement a number of detailed schedules were prepared and these were completed after the Shadow Executive meetings under delegated powers. The agreement and Schedules are attached as Appendix B.
- 2.10 The terms of the IAA require;
- a. Governance arrangements to be established and;

- b. A review of the aggregated services with a view to planning future disaggregation of the hosted services.

3. Recommendations

3.1 It is recommended that the Committee:

- a. Notes the establishment of a Joint Officer Board and Joint Committee pursuant to the terms of the Inter Authority Agreement.
- b. Notes the completion of the Schedules to the Inter Authority Agreement.
- c. Considers the detailed governance arrangements to support the Inter Authority Agreement.

3.2 Reasons for the decision:

- To ensure that the Members have been brought up to speed with the development of the Inter Authority arrangements.
- Detailed governance arrangements will support the consideration of the decision making across the two authorities in relation to the management for the shared services and also the arrangements and implications of disaggregation.

4. Background

4.1 A list of the services that would transition on 01 April 2021, including the proposals for service treatment were agreed between the councils. Circa 175 services were disaggregated and transitioned wholly to the successor authority.

4.3 Circa 49 functions and services were aggregated whereby one council was delegated the responsibility to discharge the functions and services on behalf of the other council, pursuant to the s101 of the Local Government Act 1972, such arrangements being on a temporary (host) or ongoing (lead) authority arrangement.

4.4 An Inter-Authority Agreement (IAA) was entered into by each unitary authority and set out the terms and conditions under which the delegation of the 49 aggregated services would be delivered. The IAA was approved by NNC on 25th March 2021 and WNC on 23rd March 2021 and the final agreement and schedules were signed on 30 March 2021.

4.5 The constitution, setting out the scheme of delegations, was approved on 10th March 2021. Further changes to the Constitution were made on 20th May 2021.

5. Issues and Choices

Service Schedules

5.1 Schedule 2 of the IAA describes the specific (delegated) functions and services to be delivered on a lead or host authority arrangement.

Termination of host / lead arrangements

- 5.2 Either Party can opt to terminate a section 101 service arrangement for either a host or lead service, subject to the terms of the IAA.
- 5.3 It should be noted that host services were intended to be delivered for up to 12 months, save for where this is not deemed feasible and the period needs to be longer or shorter, for example if an expiry date during the school calendar year would cause significant service disruption.
- 5.4 Services delivered under a 'lead' authority arrangement do not have a specified expiry date however, in the event of termination, the service schedules specify where a notice period is required, (where relevant), to avoid significant service disruption and enable sufficient time for a safe and legal transition, (e.g. completion of staff TUPE transfers).
- 5.5 Termination provisions are set out in the IAA however an assessment of individual services will be required to enable an analysis of risks and issues specific to each function and service, to ensure that sufficient time is provided for a safe and legal transition of service status. Relevant considerations include for example, ensuring that the receiver authority has the infrastructure and capacity to manage the service, completion of staff TUPE transfers and consideration of the impact on contracts.
- 5.6 Any proposals that include the termination of a delegated service (at any time), would be subject to the approval of the Joint Committee and in accordance with the terms of the IAA.

Service Plans

- 5.7 Detailed financial information was not available by 01 April 2021 and therefore not included in the IAA however the IAA stipulates that Service Plans would be developed post vesting day to include budget information. The (IAA) definition of a Service Plan for this purpose is '*a plan that sets out the functions of the Service and includes the approved budget for the service and key performance indicators.*'
- 5.8 The KPIs for this purpose are local reporting requirements to be agreed between the Councils for those services delivered by one council on behalf of the other Council. (National or other local reporting requirements are set out in the service schedules to ensure continuity of compliance with national / regional targets.)

Governance

- 5.9 The IAA sets out the governance arrangements for the delegated functions and services delivered under s101 service arrangement. The terms of the IAA state (at s4);
 - 4.1 *The Parties shall establish a Joint Committee to exercise the executive function of the Parties in respect of the Functions and the Services subject to this Agreement and for the purposes of this Agreement.*

- 4.2 *The Joint Committee shall operate and conduct its business in accordance with the terms of the Joint Committee Agreement and the Terms of Reference specified therein.*
- 4.3 *The Parties shall establish a Joint Officer Board in accordance with the Terms of Reference agreed by the Joint Committee.*
- 4.4 *The Parties shall equally provide the resources and support to the Joint Officer Board as may be required the costs of which shall be shared equally by the Parties.*
- 5.10 The transformation agenda includes ongoing work to ensure compliance with the IAA including;
- a. The establishment of the Joint Committee and Joint Officer Board
 - b. The development of service reviews to assess readiness for services to transition from a host arrangement to disaggregated status
 - c. The development of Service Plans

6 Implications (including financial implications)

6.1 Resources and Financial

- 6.1.1 There are no specific financial implications of the decision which is to note the progress made, however detailed financial information will need to be developed in relation to the services to support the service planning.
- 6.1.2 There may be a need for specialist resource to ensure subject matter expertise for specific tasks.

6.2 Legal

The detailed legal issues are set out in the body of the report. There are no specific legal implications arising from the decisions in this report.

6.3 Risk

There are no specific risks arising from this report. There are some risks associated with the disaggregation of services which will apply in relation to specific services. Each service area has bespoke issues and risks which should be taken into account when considering future planning including transition from e.g. host to lead or disaggregated status, to ensure a safe and legal transition. Risks will be identified and recorded in the risk register. These include:

- a. One of the key issues for the disaggregated services during the transition was the inability to 'split' data systems containing personal data which meant that each Council could access personal data belonging to the other Council. Operational measures were implemented, in accordance with relevant data protection legislation, to address the data security and access control risks. Future disaggregation plans should therefore include considerations of the time taken to 'split' systems to avoid a repeat of data security risks.

- b. It is imperative that the receiving Council is in a state of readiness prior to disaggregation to manage the (currently hosted) service. This may involve recruitment and establishing infrastructure and capacity to manage the service.

6.4 Consultation

There has been no specific consultation in the preparation of this report.

6.5 Consideration by Scrutiny

The report has not been considered by Scrutiny.

6.6 Climate Impact

There are no climate impact implications in this report.

6.7 Community Impact

There are no community impact implications in this report.

7 Background Papers

- 7.1 West Northamptonshire Shadow Executive report dated 23rd March 2021 and North Northamptonshire Shadow Executive report dated 25th March 2021.

SCHEDULE 2 - DELEGATED FUNCTIONS AND SERVICES

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SCHEDULE 2 A1-A9

ADULTS PROVIDER SERVICES

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION / SERVICE	Safeguarding - Approved Mental Health Professionals (AMHPS)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICES

- 1.1. The provision of AMHP (the ‘Service’) across Northamptonshire for both Children and Adults. The Service helps individuals who require an assessment or treatment in hospital for a period of time and cannot agree to this.
- 1.2. All Adult Mental Health Professionals within this service will be authorised by North Northamptonshire Council and duties will be undertaken on behalf of North Northamptonshire for North Northamptonshire Council & West Northamptonshire Council. This position will be reflected in all completed Mental Health Act Assessment documentation.
- 1.3. The AMHP is a statutory role delivered pursuant to the Mental Health Act (2007) and its Code of Practice. The Local Authority is legally responsible for the Service.
- 1.4. AMHPs lead the inter agency organisation of statutory mental health assessments under the Mental Health Act 1983 and are authorised to detain under the Act.
- 1.5. AMHPS exercise additional duties and powers under the Act in respect of community treatment orders, guardianship, applications to court to displace a Nearest Relative (NR), or taking over the NR role.

2. STAFFING

2.1. Table 1 showing breakdown of NNC Staff

Roles	Employment Type	Staff Count
Approved Mental Health Professionals - NNC		
Team Manager	Permanent	1
Substantive AMHP Team Members	Permanent	6
Admin Staff	Permanent	1
EDT AMHPS	Permanent	4
Non Substantive AMHPS	Permanent	8

Health Employed AMHPS		3
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2.1.1. There will be eight members of staff undertaking substantive posts in the Host Authority (NNC), that will provide the Services on a sessional basis on behalf of the Host and Receiver Authority, (non-substantive AMHPS).

2.1.2. **Receiver Authority Staff delivering the Services**

a. A number of staff are employed by WNC and are practising AMHPS and will contribute to the delivery of the Services on a rota basis. They will remain employed by WNC but will have a Variation to Contract to enable them to undertake occasional duty work for the delivery of the AMHP Service.

2.2. Locations for delivery of the Service

2.2.1. Host Authority – NNC

3. ASSETS / PREMISES

3.1. Plans are ongoing to accommodate the team within the NHFT Mental Health Hub at Rushden – the current base is Olympus House Northampton for daytime services and Criminal Justice Centre Northampton/Home for EDT staff.

4. REPORTING, MONITORING AND REGULATORY COMPLIANCE

4.1. Service Reporting and Monitoring Requirements

4.1.1. The Service delivers in accordance with national and local reporting requirements and statutory KPI's.

5. IT AND INFORMATION GOVERNANCE

5.1. IT systems used by the Service – Eclipse, Carefirst, Care store and NHFT. All members of the team will require access to both North and West instances of Eclipse, Care first and Care store

6. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

AMPHS (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	Northamptonshire AMPH service provides a dedicated service to respond to requests from individuals who are in mental health crisis and are considered to need admission to hospital using the powers of the Mental Health Act (MHA)
Duration of the processing	Hosted for more than 12 months
Nature and purposes of the processing	Amongst other related activities personal data will processed for the following reasons: Conduct assessments under the MHA to inspect premises (other than an NHS hospital) where mentally disordered persons are living

AMPHS (Hosted)	
Description	Details
	<p>Apply for a warrant to enter specified premises and remove a patient, if appropriate.</p> <p>To interview and assess individuals with MH conditions</p> <p>To make an application for admission to hospital or a guardianship application where appropriate</p> <p>To provide social circumstances reports (s14) where patients have been detained on the basis of an application by their relative.</p> <p>To undertake assessments for the completion of Community Treatment Orders.</p> <p>Undertake the completion of social circumstances reports</p> <p>Compile and present at a legal hearing.</p> <p>Communication with relatives as appropriate.</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	<p>Eclipse, System I</p> <p>Name, address, DoB, contact details, NHS No. and other identifiers. Service users Assessments / Support Plan for services, preventative measures, key contacts, alerts and warnings, protection concerns, communication needs, family details, lifestyle and social circumstances, physical or mental health details, racial or ethnic origin and religious or other beliefs of a similar nature.</p>
Categories of Data Individual (e.g., staff, client)	Clients, patients, relatives of patients, health professionals, court staff
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>

AMPHS (Hosted)

Description	Details
Lawful basis	<p>UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject;</p> <p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,c processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1</p> <p><u>Part 1</u></p> <p>Para 2: <i>Health or social care purposes</i></p> <p><u>Part 2</u></p> <p>Para 6: <i>Statutory etc and government purposes</i></p> <p>Para 16: <i>Support for individuals with a particular disability or medical condition</i></p> <p>Para 18: <i>Safeguarding of children and of individuals at risk</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION / SERVICE	Assistive Technology (AT)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICES

1.1. The Assistive Technology Service (the ‘Service’) is provided across Northamptonshire. The Service assesses people and provides the appropriate items to meet their needs. The AT Team also provide support to over 4000 customers in the County of Northamptonshire per year.

1.1.1. Assistive Technology is any item, piece of equipment or software that is used to increase, maintain or improve an individual’s ability to perform daily tasks or to communicate, learn and live an independent, fulfilling and productive life.

1.1.2. The AT Team assesses, installs and repairs all of the AT equipment available to customers across Northamptonshire. There are over 100 items / systems / software that the AT Team provide direct customer support for. These customers often require support with: (a) memory prompts, (b) telecare/falls (all range), (c) hearing equipment, (d) epilepsy sensors, (e) activity trackers including data based reports.

1.2. Additional Functions & Services

1.2.1. Social Care Response Service is a service that is sold alongside the Lifeline Service as it is essential for people needing a lifeline without any family or friends to be respondents. The Social Care Response element of the Service is subject to review.

1.3. Primary Purpose of Hosted Provision

1.3.1. The Service is to be hosted by WNC for 12 months, whilst work is undertaken to understand and bring together all of the existing electronic Assistive Technology services, various contracts and ways of working to ensure the continued delivery of the Service in a safe, legal, efficient and cohesive way. The electronic Assistive Technology service in Northamptonshire Adult Social Services (“NASS2) is very different to all others.

1.3.2. The Service will be shared between WNC and NNC in order to ensure a sustainable and effective Assistive Technology service for both Councils.

2. OUTSOURCING**2.1. External Providers**

2.1.1. Table 1 showing supplier contracts

Contracts	Description	Suppliers	Contract/ Renewal (Date)
Cross Keys Homes Limited	Provision of a 24-telephone response to NASS customers who	Cross Keys Homes Limited	31/03/2022

	use telecare provided by the AT Team.		
Vans	6 vans leased through enterprise	Enterprise PLC	N/A
Van Trackers	6 van trackers	Abax UK Limited	N/A

3. STAFFING

3.1. Total Staff for Service Provision

3.1.1. Total 12 staff comprising 11 Full Time Equivalent staff, employed on permanent basis and 1 Part Time, Permanent staff

3.2. Staff Locations

3.2.1. **Table 2 showing WNC (Provider Authority) Staff and locations**

Provider Authority (WNC)			
Geographical Location of staff	Roles	Employment Type	Staff Count Comments
Chedworth Close	Team Manager	Permanent	1
Chedworth Close	Equipment Officer	Permanent	3

Table 3 showing NNC (Receiving Authority) Staff and locations

Receiving Authority (NNC)			
Geographical Location of staff	Roles	Employment Type	Staff Count
94 Saunders Close	BSA	Permanent	1
		Permanent	2
94 Saunders Close	Senior BSA	Permanent	1
94 Saunders Close	Equipment Officer	Permanent	3
94 Saunders Close	CSW	Permanent	1

4. ASSETS / PREMISES

4.1. Locations of Premises from which the Services will be Provided

- 4.1.1. Provider (Host) Authority; WNC - Chedworth Close
- 4.1.2. Receiving Authority (NNC): Olympus Care Services, 94 Saunders Close, George Street, Kettering, Northamptonshire, NN16, 0AP, for NNC.

5. RECEIVING AUTHORITY ASSETS TO BE RETAINED BY RECEIVING AUTHORITY

- 5.1. The Properties listed at paragraphs 4.1 and 4.2 above are owned by Northampton Adult Social Care.
- 5.2. Olympus Care Services, 94 Saunders Close, George Street, Kettering, Northamptonshire, NN16, 0AP will transfer to NNC from 01/04/2021.

6. REPORTING, MONITORING AND REGULATORY COMPLIANCE

6.1. KPIs

To be agreed

7. IT AND INFORMATION GOVERNANCE

- 7.1. The Service utilises the Cygnum, Eclipse, Ncloud 2, ERP IT system

7.2 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Adults – Assistive Technology Service (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.

Adults – Assistive Technology Service (Hosted)	
Description	Details
Subject matter of the processing	The team will conduct assessments, installations and repairs for all of the of AT equipment available to over 4000 customers in Northamptonshire per year. Including 3000 "live" customers. Successful projects include the Canary reports which achieved over 500k cost avoidance in 19/20 and most recently Brain in Hand.
Duration of the processing	Less than 12 months
Nature and purposes of the processing	<p>Amongst other related activities personal data will processed for the following reasons:</p> <p>To allow the team to assess, install, monitor, and repair all of the of AT equipment available to customers</p> <p>Provide support to customers who require support with: memory prompts, telecare/falls (all range), hearing equipment, epilepsy sensors, activity trackers including data-based reports, etc.</p> <p>To provide a Social Care Response Service for people needing a lifeline without any family or friends to be respondents.</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	<p>Cygnum and Eclipse</p> <p>Forename, surname, DoB, age, gender, address, postcode, NI No., racial and ethnic origin, religious belief, health and social care status, warnings about the customer, key safe details, customer care needs assessment, care delivery, care plan & review, referral details through to assessment and delivery of care, types of adaptation and equipment issued to customer, billing details, organisations such as GP surgeries and customer personal relationships; family & friends. LD Customers only – employment & volunteering information.</p>
Categories of Data Individual (e.g., staff, client)	Client
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>

Adults – Assistive Technology Service (Hosted)

Description	Details
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,g processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1</p> <p><i>Para 2: Health or social care purposes</i></p> <p><i>Para 8: Equality of opportunity or treatment</i></p> <p><i>Para 16: Support for individuals with a particular disability or medical condition</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION / SERVICE	Shared Lives
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICES**1.1. Statutory Functions / Services**

- 1.1.1. The Shared Lives Scheme (the “Service”) is a (CQC) regulated care service that is delivered pursuant to statutory obligations under the Care Act 2014 and the Health and Social Care Act 2008.
- 1.1.2. The Shared Lives Scheme is a countywide service that provides alternative longer term and respite supports for adults over the age of 18. The Service is delivered in accordance with national guidance issued by Shared Lives Plus.
- 1.1.3. Shared Lives Plus is a national charity that facilitates 150 Shared Lives Schemes across the UK with the aims of facilitating support, reducing isolation and providing person-centred support in the home and the community for service users in order to improve independent living, prevent poor outcomes and avoid the high costs of late intervention.
- 1.1.4. The Service support adults with eligible social care needs including adults with learning disabilities, mental health problems and older people, needs that make it harder for them to live on their own. The Scheme matches eligible individuals who require care, with an approved carer and is designed to provide adults, who have a range of needs, with full time, personalised support.

1.2. Additional / Other Functions / Services

- 1.2.1. The Scheme also extends to the provision of an alternative option for care leavers / foster children to be supported in the community with identified carers under the umbrella of the ‘Staying Put Scheme’ in collaboration with Children’s Services.

1.3. Statutory Requirements

- 1.3.1. The provision of the Scheme requires continued approval and CQC registration under the Health and Social Care Act 2008 and compliance with the Care Act 2014.
- 1.3.2. There are no pending inspection requirements. The Scheme achieved an ‘Outstanding’ CQC inspection outcome in 2019.
- 1.3.3. The Service ensures that carers have access to training to ensure compliance with annual statutory regulations and legislative training requirements.
- 1.3.4. A change of management/provider will necessitate a re-inspection by CQC to ensure adherence to the Regulations. An inspection may be conducted following the commencement of this arrangement on 01 April 2021.

2. STAFFING

2.1. Table Showing Staffing Details

Staff Location	Roles	Employment Type	Staff
WNC	Shared Lives Officers	Permanent	4
WNC	Business Support Assistants	Permanent	1
WNC	Registered Manager	Permanent	1
NNC		Permanent	2
NNC		Temporary	2

3. ASSETS / PREMISES

3.1. Locations of Premises from which the Services will be Provided

3.1.1. The Service team will be based at the WNC office base at Eleanor Lodge, 25 Camborne Cl, Northampton, NN4 8PH. The carers are based across the county.

4. REPORTING, MONITORING AND REGULATORY COMPLIANCE

4.1. Service Reporting and Monitoring Requirements

4.1.1. National – CQC Provider Information Return (PIR) (annual reporting requirement)

4.1.2. National - Annual report - to national Scheme Facilitator, Shared Lives Plus

4.1.3. Local Service – weekly vacancies reporting to the Performance Team at NNC and WNC

5. QUASI-JUDICIAL FUNCTION

5.1. Decisions in which the Host Authority will Determine Appeals / Referrals

5.1.1. The Scheme has an independent panel that comprises five independent professionals who meet quarterly to assess the new placement applicants and care providers; the panel work on a voluntary basis and provide independent scrutiny to each assessment in accordance with the Shared Lives Plus national guidance.

Quasi-Judicial Decisions	Panel	Chair	Membership
Scheme Carer Approval	Shared Lives Panel		Independent panel - all volunteers meet quarterly each year to approve new carers to the scheme.

6. ADDITIONAL INFORMATION

6.1. The Scheme also extends to the provision of an alternative option for care leavers / foster children to be supported in the community with identified carers under the umbrella of the 'Staying Put Scheme,' in collaboration, with Children's Services.

7. IT AND INFORMATION GOVERNANCE

7.1. Service IT Systems

7.1.1. The IT systems used by the Service are: SharePoint, Cygnum, Carefirst, Eclipse and ERP

7.2 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Adults Provider Services – Shared Lives (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	Shared lives schemes support adults with learning disabilities, mental health problems or other needs that make it harder for them to live on their own. The schemes match someone who needs care with an approved carer. The carer shares their family and community life, and gives care and support to the person with care needs
Duration of the processing	Less than 12 months (tbc)
Nature and purposes of the processing	Amongst other related activities personal data will processed for the following reasons: Assess new applicants for the scheme and assess new customers. Recruit and monitor placements for adults with care and support needs across Northamptonshire, Provision of alternative long term and respite support for adults aged 18+ Alternative option for Care Leavers/foster children to be supported by the Scheme
Type of Personal Data being Processed (e.g., Name, dob, address)	Cygnum - CareFirst/Eclipse Forename, surname, DoB, age, gender, address, postcode, NI No., racial and ethnic origin, religious belief, health and social care status, warnings about the customer, key safe details, customer care needs assessment, care delivery, care plan & review, referral details through to assessment and delivery of care, types of adaptation and equipment issued to customer, billing details, organisations such as GP surgeries and customer personal relationships; family & friends. LD Customers only – employment & volunteering information.
Categories of Data Individual (e.g., staff, client)	Clients, customers, carers
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.

Adults Provider Services – Shared Lives (Hosted)	
Description	Details
	On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1 Part 1: <i>Para 2: Health or social care purposes</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION / SERVICE	Safeguarding – Deprivation of Liberty Safeguards ('DOLS')
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council ("NNC")
RECEIVING AUTHORITY	West Northamptonshire Council ("WNC")

1. FUNCTION AND SCOPE OF SERVICES

1.1. The Deprivation of Liberty Safeguards (DoLS), apply only in England and Wales and arose from an amendment to the Mental Capacity Act 2005. The DoLS framework under the MCA may authorise an adult (18+) to be deprived of their liberty in hospitals and care homes in the provision of care / treatment – but only if they are assessed as lacking capacity and the care and treatment that deprives the person is assessed as being in a person's best interests. In order to lawfully deprive a person of their liberty in the provision of care / treatment, care homes and hospitals (known as 'managing authorities'), must request a DoLS standard authorisation from the relevant local authority (supervisory body). This is granted where it has been established six separate assessments are determined to have been met.

1.2. Statutory Functions / Services

1.2.1. Local Authorities have a statutory responsibility pursuant to the Mental Capacity Act (2005), to respond to requests for DoLS standard authorisations. Best Interest Assessors (BIA) within the DoLS team carry out this function on behalf of the Council, (supervisory body) in response to authorisation requests from care homes / hospital settings (managing authorities).

1.3. Additional / Other Functions / Services

1.3.1. Best Interests Assessments

- a. Best Interests Assessors (BIA) who are also AMHP's, are able to complete the Eligibility assessment – which otherwise has to be completed by the Mental Health Assessor.
- b. The following statutory requirements apply to Best Interest Assessments;
 - a. a DoLS authorisation can only be granted if six assessments are met (Mental Capacity Act 1983):
 - b. Age assessment 18 +
 - c. No refusals assessment – no advance decision and no LPA or Deputy
 - d. Mental Health Assessment- person must have a mental disorder
 - e. Mental Capacity Assessment – person must lack mental capacity to decide whether or not they should be accommodated in the relevant hospital or care home to the purpose of being given care or treatment.
 - f. Eligibility assessment – this is to consider whether or not a person is rendered ineligible for a standard deprivation of liberty, because that authorisation would conflict with requirements that are, or could be placed upon the person under the Mental Health Act 1983, (not applicable if sectioned under the Mental Health Act 1983).

- g. Best Interest Assessment under Deprivation of Liberty Safeguards Process – whether or not the deprivation is in the detained person’s best interests, is necessary to prevent harm to the person and is proportionate to the likelihood and seriousness of that harm

2. OUTSOURCING

2.1. External Providers

2.1.1. The DoLS team access advocacy services (in the form of Independent Mental Capacity Advocates (IMCA) and the paid Relevant Person’s Representative (RPR). The contract is arranged centrally and part of the contract relates specifically to DoLS requirements.

2.2. Third Parties Involved in the External Provision

2.2.1. Total Voice advocacy provide the Paid Relevant Person's Representative (RPR) role and s39A, s39D advocacy.

2.2.2. Advocacy services are accessed via a spot purchase agreement.

2.2.3. Mental Health Assessors; Services are arranged with qualified individuals on a 'per assessment' basis.

- a. Use of section 12 approved doctors to undertake mental capacity, eligibility, and mental health assessments.
- b. Flex 360 (agency) supply Best Interests Assessors and occasional paid RPR.

3. STAFFING

3.1. Total Staff for Service Provision BIAs (including manager),

North				
Geographical Location of staff	Roles	Employment Type (Permanent staff, Agency staff etc)	Staff Count	Additional Information
West (Olympus House, Weston Favell, Northampton)	BIA	Permanent	6	(Total FTE = 5)
		Temporary	0	
West (Olympus House, Weston Favell, Northampton)	Senior BIA	Permanent	1	
		Temporary		
West (Olympus House, Weston Favell, Northampton)	Team manager	Permanent	1	
		Temporary		
West (Olympus House, Weston Favell, Northampton)	Business Support	Permanent	6	Includes 1 x Senior, 1 x BRO, 4 x BSO (Total FTE = 6)
		Temporary	0	
				Business Support provide cover when AMHP BRO is unavailable

4. ASSETS / PREMISES

4.1. The Service is based at Olympus House, Weston Favell, Northampton

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1. Statutory KPIs and National reporting to NHS Digital

5.2. Service Reporting and Monitoring Requirements

5.2.1. Annual returns including; number of referrals received source of referrals, length of authorisation granted, authorisations per person, number of reviews undertaken, CQC location of referral source, types of referral, outstanding waiting list of referrals

5.3. KPIs

5.3.1. Urgent requests for a DoLS standard authorisation should be assessed and where required, authorised within 7 days of receipt. Otherwise, within 21 days.

6. IT AND INFORMATION GOVERNANCE

6.1. Service IT Systems

6.1.1. IT systems used by the Service are; Eclipse; Carefirst - read only; Carestorec- read only; SharePoint; Egress, Zoom, Skype

6.1.2. The service will have access to both North and West instances of Eclipse, Carefirst and Carestore to enable them to work with individuals within both Authorities

7. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

DOLS (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	DoLS ensures people who cannot consent to their care arrangements in a care home or hospital are protected if those arrangements deprive them of their liberty. Arrangements are assessed to check they are necessary and in the person's best interests. Representation and the right to challenge a deprivation are other safeguards that are part of DoLS.
Duration of the processing	Hosted for 12 months – confirmation required from senior management.
Nature and purposes of the processing	Amongst other related activities the processing of personal data is necessary for the following reasons: To respond to requests for DoLS standard authorisations. For the DoLS team to undertake assessments on behalf of the NNC and WNC Liaise with Mental Health assessors who are employed on a 'per assessment' basis. For legal proceedings related to a case

DOLS (Hosted)	
Description	Details
Type of Personal Data being Processed (e.g., Name, dob, address)	Eclipse Name, address, DoB, contact details, NHS No. and other identifiers. Service users Assessments / Support Plan for services, preventative measures, key contacts, alerts and warnings, protection concerns, communication needs, family details, lifestyle and social circumstances, physical or mental health details, racial or ethnic origin and religious or other beliefs of a similar nature.
Categories of Data Individual (e.g., staff, client)	Client, patients, relatives, independent assessors, court officers
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject; UK GDPR Art 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; UK GDPR Article 9,2,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; DPA 2018 – Schedule 1 <u>Part 1</u> Para 2: <i>Health or social care purposes</i> <u>Part 2</u> Para 6: <i>Statutory etc and government purposes</i> Para 16: <i>Support for individuals with a particular disability or medical condition</i> Para 18: <i>Safeguarding of children and of individuals at risk</i>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION	The Employment And Disability Service (EADS)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1. The Employment and Disability Service (EADS) (The “Service”) is the specialist supported employment team within Northamptonshire County Council. The Service provides supported employment support as part of Department of Work and Pensions (DWP) funded contracts across Northamptonshire and in accordance with the Government ‘Work and Health Programme’. The Services supports individuals who are long-term unemployed and/or experience health, disability and complex barriers to employment.

1.2. Additional / Other Functions / Services

1.2.1. The Service host the Northamptonshire Supported Internship Forum (NSIF) and provide Department for Education (DfE) and AtW funded support to Supported Internship providers across Northamptonshire. The Service provides AtW funded retention support countywide.

1.2.2. The NSIF brings together Supported Internship providers with an objective to improve outcomes for the young people who access training pathways. In addition, the Service provides employer engagement and in-work support, including job coaching (which is funded by a combination of DfE and AtW funding. The Service holds agreements directly with each Supported Internship provider.

2. OUTSOURCING

2.1. Third Parties Involved in the External Provision

2.1.1. External funding bodies; Work and Health Programme and DWP

3. STAFFING

3.1. Total team comprises 16 staff members.

(Host) NNC

Staff Location	Employment Type	Staff
NNC	Permanent	2
NNC	Temporary	2

Receiver (WNC)

Staff Location	Roles	Employment Type	Staff
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WNC	Shared Lives Officers	Permanent	4
WNC	Business Support Assistants	Permanent	1
WNC	Registered Manager	Permanent	1

3.2. Locations for Delivery of the Service

3.2.1. Host Authority – NNC

4. ASSETS / PREMISES

4.1. Locations of Premises from which the Services will be Provided

4.2. Host Authority – NNC

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1. The Service reports in accordance with the DWP contract to DWP and Shaw Trust.

6. ADDITIONAL INFORMATION

6.1. The Service generates its own income and this funds the entire team and its activities. Any profit achieved is absorbed into the wider Local Authority budget.

7. IT AND INFORMATION GOVERNANCE

7.1. Service IT Systems

7.1.1. The Service access databases provided by our prime contractual organisations and do not use any in-house systems or databases.

8. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

EADS (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	EADS delivers supported employment support as part of DWP funded contracts across Northamptonshire. The programme supports people who are long-term unemployed and/or experience health, disability and complex barriers to employment.
Duration of the processing	Hosted for up to 12 months
Nature and purposes of the processing	Amongst other related activities personal data will be processed to assess the suitability of specific individuals and provide local support for gaining employment or internships
Type of Personal Data being Processed	Name, DoB, Address, contact details, health data, education data, criminal data, ethnicity, religion

EADS (Hosted)	
Description	Details
(e.g., Name, dob, address)	
Categories of Data Individual (e.g., staff, client)	Members of the public with barriers to employment, including health, disability, ex-offenders, over 50s, ex-forces, no or low skills and substance abuse
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	<p>UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject;</p> <p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1</p> <p><u>Part 1</u></p> <p>Para 2: <i>Health or social care purposes</i></p> <p><u>Part 2</u></p> <p>Para 6: <i>Statutory etc and government purposes</i></p> <p>Para 8: <i>Equality of opportunity or treatment</i></p> <p>Para 16: <i>Support for individuals with a particular disability or medical condition</i></p> <p><u>Part 3</u></p> <p>Para 36: <i>Extension of conditions in Part 2 of this Schedule referring to substantial public interest</i></p>

SPECIFIED FUNCTION AND SERVICES

SERVICE AREA	Adults
FUNCTION / SERVICE	LIVE
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1. Statutory Functions / Services**

- 1.1.1. LIVE (the ‘Service’) is a specialist supported employment team, that raises learning, independence, volunteering and employment aspirations for customers; LIVE is an enabling service that reduces customer need for current and future intervention and specialist services and increases customer economic and financial independence through gaining paid employment. The Service objective is to support customers through their bespoke LIVE journey to progress into unsupported community and employment inclusion. The Service is Non-Statutory.
- 1.1.2. The Functions performed by the service include ‘Indi-trav Training,’ (Independent Travel Training). The Service is able to generate income via awareness sessions costed at £250 per half day or priced to fit if we are working directly with a school and students. These awareness sessions are about sharing best practice and practical resources to other organisations looking to travel train students and adults with disabilities. This has been piloted in Northampton (Bee Hive) and intended to roll-out across the County and into other out of county providers. COVID-19 has prevented growth in this area until travel resumes. Training is booked in for a school for February 2021 and a charge agreed. This will create another income stream for the service.

2. STAFFING**2.1. The table shows the Staffing in the Service**

NNC		
Roles	Staff Count	Comments
Manager	1	Shared with EADS
Team Leaders	2.6	
Day Centre Officers	9.2	
Community Support Workers	1.6	

Care Support Assistants	13	
Business Support Assistant	1	

2.2. Receiving Authority Employed Staff Continuing to Deliver Service

2.2.1. None

3. ASSETS / PREMISES

3.1. Locations of Premises from which the Services will be Provided

- 3.1.1. Drovers Hall, Kettering (NNC)
- 3.1.2. The Cottage, Northampton (WNC)
- 3.1.3. Delivery Riverside, Towcester (WNC)
- 3.1.4. Harrowden Road, Wellingborough (NNC)

4. REPORTING, MONITORING AND REGULATORY COMPLIANCE

ASCOF reporting - directly linked to LIVE and customer outcomes.

5. IT AND INFORMATON GOVERNANCE

5.1. The Service uses only in-house IT systems.

6. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

LIVE (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	To support customers through their bespoke LIVE journey to progress into unsupported community and employment inclusion LIVE delivers learning, independence, volunteering and employment focussed support to adults with complex disabilities often know to Adult Social Services.
Duration of the processing	Hosted for 12 months (may exceed)
Nature and purposes of the processing	Amongst other related activities personal data will processed for the specialist supported employment team to, increase learning, independence, volunteering and employment aspirations for customers
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, contact details, health, ethnicity

LIVE (Hosted)	
Description	Details
Categories of Data Individual (e.g., staff, client)	Members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	<p>UK GDPR Art 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;</p> <p>DPA 2018 – Schedule 1</p> <p><u>Part 1</u></p> <p>Para 2: <i>Health or social care purposes</i></p> <p><u>Part 2</u></p> <p>Para 6: <i>Statutory etc and government purposes</i></p> <p>Para 8: <i>Equality of opportunity or treatment</i></p> <p>Para 16: <i>Support for individuals with a particular disability or medical condition</i></p>

SPECIFIED FUNCTION AND SERVICES

SERVICE AREA	Adults
FUNCTION / SERVICE	Shared Lives
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVER AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1 Statutory Function**

1.1.1 The Shared Lives Scheme (“the Scheme”) is a (CQC) regulated care service that is delivered in accordance with North NNC and WNC’s statutory obligations under the Care Act 2014.

1.2 Service Scope and Description

1.2.1 Shared Lives Plus is a national charity that facilitates 150 Shared Lives Scheme across the UK with aims of facilitating support, reducing isolation, and providing person-centred support in the home and the community for service users, in order to improve independent living, prevent poor outcomes and avoid the high costs of late intervention.

1.2.2 The WNC Shared Lives Scheme is a countywide service that provides alternative longer term and respite supports for adults over the age of 18.

1.2.3 The Scheme support adults with eligible social care needs including adults with learning disabilities, mental health problems and older people, needs that make it harder for them to live on their own. The Scheme matches eligible individuals who require care with an approved carer to enable them to continue independent living. The Scheme is designed to provide adults, who have a range of needs, with full time, personalised support within the homes of carers.

1.2.4 In delivering this Scheme, WNC will;

1.2.4.1 run the Scheme in accordance with (Shared Lives Plus) national guidance;

1.2.4.2 recruit and monitor placements for adults with care and support needs across Northamptonshire;

1.2.4.3 assess new applicants / carers for the Scheme;

1.2.4.4 assess the customers / scheme users referred to the Scheme;

1.2.4.5 ensure that carers have access to training to ensure that all carers comply with annual statutory regulations and legislative training requirements.

1.2.4.6 Run the scheme to meet the standards set out by CQC under the health and social care act 2008

1.3 Additional / Other Functions / Services

1.3.1 The Scheme also extends to the provision of an alternative option for care leavers / foster children to be supported in the community with identified carers under the umbrella of the ‘Staying Put Scheme,’ in collaboration, with Children’s Services.

1.4 Excluded Functions / Services

NA

1.5 Quasi-Judicial Function

1.5.1 The Scheme has an independent panel that comprises five independent professionals who meet quarterly to assess the new placement applicants and care providers; the panel work on a voluntary basis and provide independent scrutiny to each assessment in accordance with the 'Shared Lives Plus' national guidance.

1.5.2 **Table 1 showing how Quasi-Judicial Decisions are made:**

Quasi-Judicial Decisions	Panel	Chair	Membership
Scheme Carer Approval	Shared Lives Panel		Independent panel - all volunteers meet quarterly each year to approve new carers to the scheme.

1.6 Service Level Agreements, Memorandums of Understanding or other Arrangements for Service Provision

1.6.1 There is an agreement in place with Children Services to provide an alternative provision under the 'Staying Put Scheme'.

2. STAFFING

2.1 Number of Full Time and Employment Type (FTE, PTE, contract, temporary)

2.1.1 5 permanent staff are employed under the Scheme.

2.1.2 Payments are made to carers who are providing placements under the Scheme.

2.1.3 The Scheme has a total of self-employed 76 total carers.

2.2 Number of Part Time and Employment Type (FTE, PTE, contract, temporary)

2.2.1 1 temporary secondment (employee) under the Scheme.

2.2.2 The Scheme proposes to function with 6 staff made up of 5 permanent full time staff and 1 on temporary seconded post.

2.3 Staff Allocation

2.3.1 **Table 2 showing NNC staff details**

North Northamptonshire Council

Staff Location	Employment Type	Staff
NNC	Permanent	2
NNC	Temporary	2

2.3.2 **Table 3 showing WNC staff details**

West Northamptonshire Council

Staff Location	Roles	Employment Type	Staff
WNC	Shared Lives Officers	Permanent	4
WNC	Business Support Assistants	Permanent	1
WNC	Registered Manager	Permanent	1

3. ASSETS AND PREMISES

3.1. Locations of Premises from which the Services will be Provided

3.1.1. The Scheme staff will be based at the WNC office base at Eleanor Lodge, 25 Camborne CI, Northampton NN4 8PH. The carers are based across the county.

4. REPORTING AND MONITORING

4.1. Key Performance Indicators (KPIs)

4.1.1. The Scheme adheres to national and local reporting and monitoring requirements. The Scheme is up to date with all reporting requirements at the commencement of this Agreement.

4.1.2. Table 4 showing local and national reporting requirements

Local / National Reporting Requirements	Frequency of Reporting	Who to report to?
National – CQC Provider Information Return (PIR)	Annual/every inspection	CQC
Local – Service/Scheme Vacancies	Weekly	Performance Team at NNC and WNC
National	Annual	Shared Lives Plus

5. STATUTORY REQUIREMENTS AND REGULATORY APPROVALS

5.1. The provision of the Scheme requires continued approval and CQC registration / compliance with the Care Act 2014.

5.2. There are no pending inspection requirements. The Scheme achieved an 'Outstanding' CQC inspection outcome 2019.

5.3. A change of management/provider will necessitate a re-inspection by CQC to ensure adherence to the Regulations. An inspection may be conducted following the commencement of this arrangement on 01 April 2021.

6. INFORMATION TECHNOLOGY

6.1. The IT systems used by the Service are;

6.1.1. Sharepoint

6.1.2. Cygnum

6.1.3. Carefist

6.1.4. Eclipse

6.1.5. ERP

7. INFORMATION GOVERNANCE AND DATA PROCESSING

All personal information will be managed in accordance with the UK General Data Protection Regulations, Data Protection Act 2018 and within the general terms of the Inter Authority Agreement between WNC and NNC.

8. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Adults- PBBS (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The delivery of a full payroll services for DP employers and HMRC reporting in accordance with statutory deadlines.
Duration of the processing	Hosted for 12 months
Nature and purposes of the processing	<p>Amongst other related activities personal data will processed for the following reasons:</p> <p>Full payroll service delivery and Pensions Assessments for DP employers</p> <p>DP Payroll HMRC Reporting; holding accounts expenditure and oversight: payments to Personal Assistants/HMRC.</p> <p>DP Employers – HMRC RTI reporting</p> <p>Reporting for all DP employers to statutory deadlines.</p> <p>Holding Accounts Service for DP recipients</p> <p>PBSS systems governing income, Purchase Ledger and Banking to deliver all transactional processes for Holding Account users. To include payment of providers, employees, HMRC, NEST (pension contributions), expenses etc. Includes oversight across all Holding Accounts. All payments checked against support plan.</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	<p>Sage 50 Support</p> <p>First Name, surname, direct payment financial transactions, provider name/address, employee name/address, pensions contribution and recharges financial transactions.</p> <p>PBSS Database/Access</p> <p>Supplier organisation name and bank details (sort code & account No.), direct payment personal assistant/employee first name, surname and bank details (sort code & account No.), direct payment financial transactions details.</p> <p>Moneysoft Payroll</p> <p>Employer: first name, surname, address, postcode, Tel No., NINO, HMRC references, NEST pension scheme details. Employee: first name, surname, address, postcode, DoB, NINO, gender, pay, tax and pensions Information.</p> <p>Allpay Direct Debt/Payment Card Contract</p> <p>Supplier organisation name and bank details (sort code & account No.), direct payment personal assistant/employee first name,</p>

Adults- PBBS (Hosted)	
Description	Details
	<p>surname and bank details (sort code & account No.), direct payment financial transactions details.</p> <p>Eclipse/CareFirst</p> <p>Name, address, DoB, contact details, NHS No. and other identifiers. Service users Assessments / Support Plan for services, preventative measures, key contacts, alerts and warnings, protection concerns, communication needs, family details, lifestyle and social circumstances, physical or mental health details,</p>
Categories of Data Individual (e.g., staff, client)	DP Employers
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	<p>UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject;</p> <p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,g processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>DPA 2018 – Schedule 1 Part 1:</p> <p><i>Para 2: Health or social care purposes</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION	Visual Impairment
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1 Statutory Function / Service

1.1.1 The Visual Impairment Service (VI) (the “Service”) is a statutory provision delivered pursuant to Section 77 of The Care Act 2014. The VI Service provides a countywide Specialist Rehabilitation Service for adults and children who have a visual impairment and who may need help with mobility training and/or daily living skills training. This includes the administration of specialist equipment to customers undergoing a rehabilitation programme to provide support in their homes and in the community; the Service objective is to promote customer’s independence whilst improving their quality life.

1.2 Service Description

1.2.1 The Service includes sourcing, procurement and ordering of equipment where appropriate; storing of equipment; stock management; collection, refurbishment and recycling of equipment where appropriate; delivery and fitting of equipment, etc.

1.2.2 Section 77 (1) - A local authority must establish and maintain a register of sight-impaired and severely sight-impaired adults who are ordinarily resident in its area.

1.2.3 Section 77 (2) - Regulations may specify descriptions of persons who are, or are not, to be treated as being sight-impaired or severely sight-impaired for the purposes of this section.

1.2.4 Section 77 (3) - A local authority may establish and maintain one or more registers of adults to whom subsection (4) applies, and who are ordinarily resident in the local authority’s area, for the purposes in particular of—

1.2.4.1 planning the provision by the authority of services to meet needs for care and support, and

1.2.4.2 monitoring changes over time in the number of adults in the authority’s area with needs for care and support and the types of needs they have.

1.2.5 Section 77 (4) - This subsection applies to an adult who—

1.2.5.1 has a disability;

1.2.5.2 has a physical or mental impairment which is not a disability but which gives rise, or which the authority considers may in the future give rise, to needs for care and support; or

1.2.5.3 comes within any other category of persons the authority considers appropriate to include in a register of persons who have, or the authority considers may in the future have, needs for care and support.

1.2.6 Section 77 (5) - “Disability” has the meaning given by section 6 of the Equality Act 2010.

1.3 The VI Service maintains a register of people with a visual loss in accordance with the Statutory requirements set out above. The Register includes processing and administration of registration cards for all customers. The Service is responsible for documentation, liaison with NHS consultants, and updating register/records accordingly.

1.4 Statutory Requirements

1.4.1 As set out in Section 77 of The Care Act 2014

1.5 Key Performance Indicators

1.5.1 As set out in paragraph 1.1 above.

1.6 Primary Purpose of Hosted / Lead Provision

1.6.1 The Service comprises of two workers; x1 Senior VI Rehabilitation Officer and 1 unqualified Rehabilitation Officer, who has recently qualified and requires a qualified post.

1.6.2 It is considered impossible at this stage of the Service provision to split the Service further. The Service has experienced challenges which included difficulties recruiting appropriate officers with the required qualifications as there are current shortages in the labour market for qualified personnel. The existing workers were cultivated through university programmes by the current team.

1.6.3 All appropriate steps should be taken to retain the existing workforce for continuity of Service delivery.

2. STAFFING

2.1 Total Staff for Service Provision

2.1.1 The VI Service Provision has 2 permanent Full Time Equivalent staff in the roles of Senior VI Rehabilitation Officer and 1 unqualified Rehabilitation Officer (who has recently qualified and requires a qualified post).

2.1.2 Table 1 Showing Service Staff Details

WNC				
Geographical Location of staff	Roles	Employment	Staff Count	Comments
Towcester	Qualified Rehabilitation Visual Impairment Officer	Permanent	1	
Chedworth House	Unqualified Rehabilitation Visual Impairment Officer	Permanent	1	Will be transferred into a qualified post, after April 1st 2021.

2.2 Receiving Authority Employed Staff Continuing to Deliver Service

None

3. REPORTING, MONITORING AND REGULATORY COMPLIANCE

3.1. Service Reporting and Monitoring Requirements

3.1.1. Maintenance of list set out at paragraph 1 above is required.

- 3.1.2. There is a statutory obligation on WNC and NNC to provide a report every three years. (The next reporting being due in the 2022/23 financial year).

4. FEES / CHARGES

4.1. Fees / Charges for Public / Third Party Use of Service

To be confirmed

5. ADDITIONAL INFORMATION

- 5.1. The delivery of the VI Service is currently undertaken by an already senior qualified Rehabilitation Visual Impairment Officer and a newly qualified Rehabilitation Visual Impairment Officer. There is no current job description in place for the role of a qualified Rehabilitation Visual Impairment Office. Whilst the newly qualified Rehabilitation Visual Impairment Officer is carrying out the qualified role, it is understood that the member of staff is still being paid at a trainee grade. In light of the shortages of staff for Rehabilitation Visual Impairment Officer, it is imperative that a formal qualified position be offered to the newly qualified member of staff as a matter of urgency. Due to the ongoing reorganisations within the Councils, it has not been possible to change the member of staff position from a trainee to a qualified a Rehabilitation Visual Impairment Officer. If not resolved as a matter of urgency, the member of staff may have to leave the VI Service, which poses a risk to the VI Service provision as there are additional costs and time implications to retrain and recruit another member of staff.

6. IT AND INFORMATON GOVERNANCE

- 6.1. The Service uses various IT Systems including Cygnum, Eclipse, Ncloud 2 and ERP.

7. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Adults Provider Services – Visual Impairment Service (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	A specialist rehabilitation service for those people with a visual loss who require support to develop or acquire new skills as a result of their sight loss
Duration of the processing	12 months – may need longer as it is a difficult service to split.
Nature and purposes of the processing	Amongst other related activities personal data will processed for the following reasons: Maintain a register of people with a visual impairment, including the processing, storing, administration and upkeep of all registration cards, records and documentation, Sharing of information and liaison with NHS consultants.
Type of Personal Data being Processed (e.g., Name, dob, address)	Cygnum/Eclipse Forename, surname, DoB, age, gender, address, postcode, NI No., racial and ethnic origin, religious belief, health and social care status, warnings about the customer, key safe details, customer care needs assessment, care delivery, care plan & review, referral details through to assessment and delivery of care, types of adaptation and equipment issued to customer, billing details, organisations such as

Adults Provider Services – Visual Impairment Service (Hosted)	
Description	Details
	GP surgeries and customer personal relationships; family & friends. LD Customers only – employment & volunteering information.
Categories of Data Individual (e.g., staff, client)	Members of the public, service users, carers
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	UK GDPR Art 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; UK GDPR Article 9,2,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; DPA 2018 – Schedule 1 <u>Part 1</u> Para 2: <i>Health or social care purposes</i> <u>Part 2</u> Para 16: <i>Support for individuals with a particular disability or medical condition</i>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION	Personal Budget Service (PBBS)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council ('NNC')
RECEIVING AUTHORITY	West Northamptonshire Council ('WNC')

1. FUNCTION AND SCOPE OF SERVICE

1.1 Full payroll service delivery for DP employers. DP Payroll HMRC Reporting; Holding Accounts Expenditure and Oversight: payments to Personal Assistants/ HMRC

1.2 DP Employers - HMRC RTI reporting. On-line HMRC reporting for all DP employers to statutory deadlines

1.3 DP employers HMRC PAYE/NI payments. Actual payment of tax/NI deductions to HMRC for Holding Account customers. Monthly/quarterly instruction and advice around payment of Tax/NI deductions to HMRC for all other DP employers

1.4 DP Employers HMRC Quarter-End Reporting. QE HMRC reporting for all employers

1.5 DP Employers HMRC Year-End Reporting YE HMRC reporting for all employers.

1.6 DP Employers Pensions Assessments, Declarations, Enrolment, Re-enrolment and employee letters. DP Payroll Pensions Assessments and reporting; DP NEST Pensions Scheme Administration and enrolment. Pensions Regulator Declaration and Reporting

1.7 DP Employers Pension contributions deduction and payments. Calculation of pension contributions, direct management of employer Nest pension schemes. Processing of all NEST contributions payments.

1.8 DP Holding Accounts. Payment of workers employed by DP recipients. Actual payment of employee wages for Holding account DP employers.

1.9 DP employer's advice service - proper treatment of workers employed by DP recipients under employment law. Wide range of advice around best practice for employers including links to employment law advice.

1.10 Holding Accounts service for DP recipients. PBSS systems governing income, Purchase Ledger and banking to deliver all transactional processes for Holding Account users. To include payment of providers, employees, HMRC, NEST (pension contributions), expenses etc. Includes oversight across all Holding Accounts. All payments checked against support plan

1.11 Advice and support for Direct Payments customers. DP Customer Support - Managing the Direct Payment. Record Keeping and Data Retention. DP Advice and Support around returns/financial monitoring. General Advice.

1.12 Service recharges of employee pension contributions to employers. Invoice based ledger system ensuring that customers repay employee contributions appropriately from their DP accounts.

2. Additional Services

2.1 The Service provides DP Holding Accounts Support Delivery to Northamptonshire Children's Trust (NCT).

3. Other Service Level Agreements, Memorandums of Understanding or other Arrangements for the Service Provision

3.1 Banking Partners and 3rd party IT providers

4. OUTSOURCING

4.1 Third Parties Involved in the External Provision

- 4.1.1 NatWest Banking Contract. Provision of banking services. Single account. Suppliers NatWest Bank. Contract is ongoing, transfer to unitary already under discussion.
- 4.1.2 Allpay Contract. Provision of direct debit/ payment card solution for payment of Personal Contributions. Contract is ongoing, will automatically transfer if there are no changes to bank account.

5. STAFFING

5.1 Total Staff for Service Provision

5.1.1 All staff are employed by NNC and based at One Angel Square (OAS) 1

Angel Street Northampton, NN11ED. During COVID-19 the Service staff may be home based.

5.1.2 All staff are employed on a permanent basis.

Role	No. staff
Link to Assistant Director	1
PBSS Manager	1
PBSS Senior Finance Officer	1
PBSS Senior Support Worker	1
PBSS Support Worker	5
Recruitment Co-ordinator/Administrator	1
Holding Accounts Administrator	1
Finance Co-ordinator. Employment	1
Administrator	1
Payroll Administrator	3

6. IT & INFORMATION GOVERNANCE

6.1 The Table below shows the Service IT systems, notice periods for transition, licenses and fees

IT Systems used	Notice Period Required to transfer the service in future	Fees and Charges to share the service	Software Licenses
Sage Support 50	Rolling contract. Charged monthly. Will transfer automatically	£1800 per year + VAT	Sage Line 50 Accounts Software. Included in charges
Remote Server Support	Rolling contract. Charged monthly. Will transfer automatically	£3179 per year + VAT	
PBSS Database Access	Rolling contract. Piggy-backs remote server. Will transfer automatically	£0 informal (piggy-backs remote server support)	
PBSS Database	see above	£0 informal	

Moneysoft Payroll Manager	30th June annually	£576 per year + VAT	Moneysoft Payroll Manager Software on Council servers. 4 x licences
Allpay Direct Debit/Payment Card	Rolling contract. Will transfer automatically if there is no change in bank account	Charged by transaction	
Eclipse and Carefirst	not known	not known	
Council IT Systems	n/a	n/a	

7. INFORMATION GOVERNANCE

All personal information will be managed in accordance with the UK General Data Protection Regulations, Data Protection Act 2018 and within the general terms of the Inter Authority Agreement between WNC and NNC.

8. ASSETS / PREMISES

8.1 Locations of Premises from which the Services will be Provided

8.1 Services will be delivered from OAS.

9. REPORTING, MONITORING AND REGULATORY COMPLIANCE

9.1 Table showing reporting requirements

Local / National Reporting Requirements	Frequency of reporting	Who are reports sent to?
HMRC RTI reporting	4 Weekly - all employers	HMRC
HMRC PAYE/NI P30 payment	Quarterly/Monthly - all employers	HMRC
HMRC RTI Quarter-End Reporting	Quarterly - all employers	HMRC
HMRC RTI Year-End Reporting	Annually - all employers	HMRC
HMRC Registration New Employers	Employment Start Date - new employers	HMRC
Workplace Pension Assessment & Enrolment	4 Weekly - all employers	Pension Regulator
Pension - Declaration of Compliance	Employment Start Date - new employers	Pension Regulator
Pension - Re-declaration of Compliance	Every 3 years	Pension Regulator
Holding Accounts Monitoring	6 monthly	MAP Internal
ERP Reporting (HR Information)	Ongoing	ERP Internal
Allpay - Direct Debit Update	Annual	Allpay

10. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

Adults- PBBS (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The delivery of a full payroll services for DP employers and HMRC reporting in accordance with statutory deadlines.
Duration of the processing	Hosted for 12 months
Nature and purposes of the processing	<p>Amongst other related activities personal data will processed for the following reasons:</p> <p>Full payroll service delivery and Pensions Assessments for DP employers DP Payroll HMRC Reporting; holding accounts expenditure and oversight: payments to Personal Assistants/HMRC.</p> <p>DP Employers – HMRC RTI reporting Reporting for all DP employers to statutory deadlines.</p> <p>Holding Accounts Service for DP recipients PBSS systems governing income, Purchase Ledger and Banking to deliver all transactional processes for Holding Account users. To include payment of providers, employees, HMRC, NEST (pension contributions), expenses etc. Includes oversight across all Holding Accounts. All payments checked against support plan.</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	<p>Sage 50 Support First Name, surname, direct payment financial transactions, provider name/address, employee name/address, pensions contribution and recharges financial transactions.</p> <p>PBSS Database/Access Supplier organisation name and bank details (sort code & account No.), direct payment personal assistant/employee first name, surname and bank details (sort code & account No.), direct payment financial transactions details.</p> <p>Moneysoft Payroll Employer: first name, surname, address, postcode, Tel No., NINO, HMRC references, NEST pension scheme details. Employee: first name, surname, address, postcode, DoB, NINO, gender, pay, tax and pensions Information.</p> <p>Allpay Direct Debt/Payment Card Contract Supplier organisation name and bank details (sort code & account No.), direct payment personal assistant/employee first name, surname and bank details (sort code & account No.), direct payment financial transactions details.</p> <p>Eclipse/CareFirst</p>

	Name, address, DoB, contact details, NHS No. and other identifiers. Service users Assessments / Support Plan for services, preventative measures, key contacts, alerts and warnings, protection concerns, communication needs, family details, lifestyle and social circumstances, physical or mental health details,
Categories of Data Individual (e.g., staff, client)	DP Employers
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject; UK GDPR Art 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; UK GDPR Article 9,2,g processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject; DPA 2018 – Schedule 1 Part 1: <i>Para 2: Health or social care purposes</i>

SCHEDULE 2 B1-B5

CHILDREN'S SERVICES

SPECIFIED FUNCTION AND SERVICES

SERVICE AREA	Children’s Services
FUNCTION / SERVICES	SIS (Sensory Impairment Service)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1. Statutory Functions / Service

- 1.1.1. The Sensory Impairment Service (the “Service”) is a statutory provision that is delivered in accordance with The SEND Code of Practice 2014, (0-25) 2015 s6.61, s16 and s6.34, (as amended).
- 1.1.2. The Service supports children and young people in mainstream or special schools and those with or without EHC Plans. The Service also provides the Newborn Hearing Screening Programme response and advice in relation to statutory assessments for children and young people with sensory impairment, and provides direct support to children within their education provision.
- 1.1.3. The Service provides specialist teachers and support for children with:
 - a. a hearing impairment
 - b. a visual impairment
 - c. multi-sensory impairment

1.2. Statutory Requirements

- 1.2.1. It is a requirement to have suitably qualified specialist Teachers of the Deaf (QTOD) and a Qualified Teacher of Vision Impaired (QTVI).

1.3. Key Performance Indicators (KPI)

- 1.3.1. Newborn Hearing Screening Programme response needs to be within 48 hrs, otherwise a contact after referral should be made within 5 days of referral.

2. OUTSOURCING

2.1. Alternative Arrangements for Service Provision

- 2.1.1. Jointly funded 1.0 FTE Speech and Language Therapist (SALT) post employed by NHFT, (the Service funds 50% of the SALT post).

3. STAFFING

- 3.1. The team comprises 61 staff, including 23 teaching staff.

3.2. Locations for Delivery of the Service:

OAS (until a base in NNC is established)	William Knibb (Kettering)	Countywide Children’s Centres	Access Communication Support Workers in Countywide Education Settings
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4. ASSETS / PREMISES

4.1. Staff related assets

4.1.1. Specialist equipment, relating to sensory need is loaned out to schools/children.

4.1.2. Specialist assessment equipment used by staff on a daily basis.

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1. Service Reporting and Monitoring Requirements

5.1.1. Annual information provided to the National Deaf Children's Society and the Royal National Institute for the Blind for benchmarking purposes.

6. IT & INFORMATON GOVERNANCE

6.1. Service IT Systems

Duxbury Licence	ABBYY Fine Reader Licences	Capita	Carefirst
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7. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Sensory Impairment Team (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	Every Local Authority must make adequate provision for the range of needs within its education service. It is a requirement to have suitably qualified specialist Teachers of the Deaf (QTOD) and Qualified Teacher of Vision Impaired (QTVI) to ensure equality of access to education.
Duration of the processing	Hosted for 12 months
Nature and purposes of the processing	Personal data is processed to allow assessments for children and young people with sensory impairment and provide direct support to children within their education provision. This can be a child or young people in mainstream or special schools and those with or without EHC Plans.
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, address, TelNo., email address, DoB, social care details, health details, Special educational needs, Religion, Ethnicity.
Categories of Data Individual (e.g., staff, client)	Child/young person, parents/carers
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.

Sensory Impairment Team (Hosted)	
Description	Details
Lawful basis	<p>UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject;</p> <p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,g processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1 Part 2:</p> <p>Para 8: <i>Equality of opportunity or treatment</i></p> <p>Para 16: <i>Support for individuals with a particular disability or medical condition</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Children's Services
FUNCTION / SERVICES	SEND Information Advice and Support Service (IASS)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council ("NNC")
RECEIVING AUTHORITY	West Northamptonshire Council ("WNC")

1. FUNCTION AND SCOPE OF SERVICE**1.1. Statutory Functions / Service**

1.1.1. The Independent Advice and Support Services, (IASS) (the "Service") is delivered in accordance with the SEND Code of Practice (CoP) 2014, (as amended). The Local Authority has a Statutory duty to provide information, advice and support to disabled children and young people, and those with SEN, and their parents.

1.1.2. It is a requirement of the CoP and Council for Disabled Children (CDC) Minimum Standards for local joint commissioning arrangements for the delivery of advice and information for children and young people with SEND and their families.

1.1.3. The standards expected of the IASS can be found in the IASS Minimum Standards.

1.2. Additional Services Provided

1.2.1. Training on the law relating to SEN and disability, as it applies to education, health and social care. This training can be provided to early years settings, schools, colleges, statutory and voluntary agencies

2. OUTSOURCING**2.1. Alternative Arrangements for Service Provision**

2.2. A Service Level Agreement is in development with Health partners as part of the future commissioning planning, (for elements of the Service).

3. STAFFING**3.1. Total Staff for Service Provision**

3.1.1. The Team comprises 11 staff members (8 FTE, 3 P/T (term time only))

3.2. Locations for Delivery of the Service:

3.2.1. Countywide

4. ASSETS / PREMISES**4.1. Locations of Premises from which the Services will be Provided**

4.1.1. The Advice line is provided from OAS, until a base in NNC is established.

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1. Service Reporting and Monitoring Requirements

5.1.1. DfE reporting

5.1.2. Reports due to the CDC in direct relation to Task Orders agreed annually

5.2. Local Reporting Requirements:

Reports to local SEND Board

5.2.1. Reports to IASS Advisory Group with is made up of parents / carers and stakeholders from Education, Health and Social Care.

5.2.2. Reporting between the Parties will be confirmed from 01 April 2021.

6. IT & INFORMATION GOVERNANCE

6.1. Service IT Systems

6.1.1. Microsoft 365.

6.1.2. Database – Crossdata managed and supported by Dizions

7. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

SEND Strategy (IASS) (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	Provide special health and education support to children or young person who has special educational needs and disabilities.
Duration of the processing	Ongoing
Nature and purposes of the processing	Process personal data to ensure that the educational settings where young people are placed is relevant and appropriate for their specific needs and that they can get the right support and help so that you can learn.
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, address, TelNo., email address, DoB, social care details, health details, Special educational needs, Religion, Ethnicity.
Categories of Data Individual (e.g., staff, client)	Child/young person, parents/carers
Plan for return and destruction of the data once the processing is complete	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be

<p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
<p>Lawful basis</p>	<p>UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject;</p> <p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,g processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1 Part 2:</p> <p><i>Para 8: Equality of opportunity or treatment</i></p> <p><i>Para 16: Support for individuals with a particular disability or medical condition</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Children's
FUNCTION	Education - School Admissions
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council ("NNC")
RECEIVING AUTHORITY	West Northamptonshire Council ("WNC")

1. FUNCTION AND SCOPE OF SERVICE**1.1. Statutory Function / Service**

1.1.1 The School Admissions team (the 'Service') deal with the allocations of school places across Northamptonshire, including the transfer of schools in year. This is a statutory service delivered in accordance with The Department for Education (DfE) School Admissions Code 2014, (as amended). The Provision includes delivery of 'Co-ordinated Schemes' pursuant to Schedule 2 of the School Admissions Regulations 2012.

1.2. Service Description

- 1.2.1. To ensure a 'Fair Access Protocol' is operational in all areas of the county to allow for the allocation of places to vulnerable learners;
- 1.2.2. To provide advice and assistance to parents when deciding on a school place and allow them to express a preference;
- 1.2.3. To complete and return an annual 'Local Authority Report' to the Department for Education (DfE) on school admissions in the county;
- 1.2.4. To publish and consult upon the admission criteria for all maintained schools on an annual basis;
- 1.2.5. To set school term dates for all maintained schools;
- 1.2.6. To publish a 'composite prospectus' that details all mainstream schools in the county on an annual basis
- 1.2.7. Protocol groups operational in all areas of the county directed by county wide steering group;
- 1.2.8. Via attendance at school opening evenings and drop in sessions at libraries as well as phone/email;
- 1.2.9. LA report completed every September with input from teams across LSE;
- 1.2.10. Annual consultation completed every Autumn and approved by Cabinet each January;
- 1.2.11. Set in conjunction with neighbouring LA's, 3 years in advance; Published on Council website each September.
- 1.2.12. The School Admissions Team will also deliver the 'Free School Meals' Service for all schools that wish to sign up for this service. This Service provides eligibility checking for all families that apply for 'Free School Meals' and then confirms eligibility to the school that any applicant attends.

1.3. Statutory Requirements

DBS checks for staff delivering the Service

1.4. Duration of Hosted Provision

1.4.1 The Services will be Hosted by NNC for a 12-month period.

1.4.2 In the event of Termination, the Service expiry date should be 31st August of the relevant year to align with the Service provision and ensure minimal disruption to Service delivery. Alternative expiry dates will lead to a risk of Service delivery failure.

1.5. Primary Purpose of Hosted Provision

1.5.1 To ensure that there was continuity of Service provision (due to the transition falling mid school year) and in addition, cost and efficiency benefits.

2. OUTSOURCING

2.1. Third Parties Involved in the External Provision

2.1.1 Some schools process their own admissions in which case the Service is notified for registration / administrative purposes. This occurs when children transition out of or into the area as a result of an 'in year' admissions request. In addition, Academy Trusts can opt to deliver 'in year' admissions service., all 'Co-Ordinated Scheme applications must be processed by the Local Authority in such circumstances.

3. STAFFING

3.1 Total Staff for Service Provision

3.1.1 In total, 27.5 (NNC) staff will deliver the Service.

4 ASSETS / PREMISES

4.1 Locations of Premises from which the Services will be Provided

4.1.1 The Service base is OAS until a base in NNC is established.

4.2 Locations of Other Premises Used or Required for Service Delivery

4.2.1 As part of the delivery of some schemes, the Service partakes in roadshows at libraries and attends school open days to provide advice on the application process.

5 REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

5.1.1 National reporting / KPIs as set out in the School Admissions Code 2014 and related legislation.

6 QUASI-JUDICIAL FUNCTION

6.1 Decisions in which the Host Authority will Determine Appeals / Referrals

6.1.1 The Schools Admissions Appeal process

7 IT & INFORMATON GOVERNANCE

7.1 The Services uses the following IT systems;

DfE Secure Sign in	QGIS (Interactive Mapping System)
School to School	Capita
K2	Carefirst

8 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

School Admissions (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The Local Authority will co-ordinate admissions to all schools (primary and secondary), no matter who the admission authority of the school is.
Duration of the processing	Hosted for 12 months
Nature and purposes of the processing	Process personal data for applying for school places and appeals process
Type of Personal Data being Processed (e.g., Name, dob, address)	Childs details: full name, DoB, home address, parent or carers full name, address, contact details, council tax No., ethnicity, current or previous education provision of child, professional supporting documents if relevant to application, disability status, religion, background education history if applying for as an in-year admission, country of origin if a new arrival to the country and length of stay in the UK.
Categories of Data Individual (e.g., staff, client)	Members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	<p>UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject;</p> <p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,g processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p>

School Admissions (Hosted)	
Description	Details
	<p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1 Part 2:</p> <p>Para 8: <i>Equality of opportunity or treatment</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Children's
FUNCTION	Children's Safeguarding in Education
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council ("NNC")
RECEIVING AUTHORITY	West Northamptonshire Council ("WNC")

1. FUNCTION AND SCOPE OF SERVICE**1.1 Statutory Function / Service**

1.1.1 The Safeguarding in Education Service delivers (the 'Services') pursuant to;

- Section 175 and 157 of the Education Act
- Working Together to Safeguard Children 2018
- Keeping Children Safe in Education 2020

1.2 Service Description

1.2.1 The Service provides advice, support, guidance and challenge to schools, colleges, Early Years settings and services within the Directorate to ensure that children are kept safe and their welfare is promoted. All safeguarding services are provided, (inclusive of those delivered in partnership with the Northamptonshire Safeguarding Children Partnership (NSCP). Service functions include;

- 1.2.2 Guidance on specific safeguarding issues
- 1.2.3 Termly DSL forums to share training and guidance
- 1.2.4 Example safeguarding policies for adapting for your setting
- 1.2.5 Updates about local and national Serious Case Reviews
- 1.2.6 Advice and guidance about safeguarding training and audit
- 1.2.7 Safeguarding information through regular Safeguarding briefings
- 1.2.8 Online safety sessions for; school staff, pupils and parents (traded)
- 1.2.9 Safeguarding reviews of schools
- 1.2.10 Response to schools safeguarding complains to regulatory authority

1.3 Additional / Other Functions / Services

- 1.3.1 Northamptonshire Safeguarding Children Partnership (NSCP) is a statutory multi-agency partnership lead by three strategic leads as stipulated in Government Guidance, (Working Together 2018).
- 1.3.2 The Strategic Partnership consists of senior representatives from the three strategic leads of Northamptonshire County Council, Northamptonshire Police and Nene & Corby Clinical Commissioning Group.
- 1.3.3 1.3.3 The purpose of the partnership is to safeguard and promote the welfare of children in Northamptonshire. This is done by coordinating the work of those people and all organisations working in the county ensuring that what they do is effective.

- 1.3.4 The partnership is not an operational body. Its role is to ensure the coordination and effectiveness of the services provided to children, young people and their families by member organisations.
- 1.3.5 The Safeguarding in Education service hosts and line manages the partnership NSCP Business Office and associated budget on behalf of the partnership.

1.4 Excluded Functions / Services

none

1.5 Statutory Requirements

- 1.5.1 Safeguarding and education Statutory guidance and local Northamptonshire Safeguarding Children Partnership procedures inform the work of the team and guidance that is developed.
- 1.5.2 Social Workers are required to be qualified and registered and have enhanced DBS Checks

1.6 Details of Function / Service Providers

- 1.6.1 The NSCP aspect is a joint delivery partnership with the Police and Northamptonshire CCG's (Nene and Corby Clinical Commissioning Group)

1.7 Duration of Hosted Provision

- 1.7.1 The Service will be hosted by NNC for 12 months
- 1.7.2 Termination Notices will consider TUPE arrangements and consideration of the school calendar year

2 OUTSOURCING

2.1 External Providers

- 2.1.1 Supplier contracts are held with IT; Carefirst, Capita, MASH Protect

2.2 Third Parties Involved in the External Provision

- 2.2.1 NSCP

3 STAFFING

3.1 Total Staff for Service Provision

- 3.1.1 The Team comprises;
- 2 permanent staff
 - 2 temporary posts
 - 5 of NSCP (Northamptonshire safeguarding and Children Partnership)

3.2 Number of Full Time and Employment Type (FTE, PTE, contract, temporary)

- 3.2.1 7 FTE + 2 add FTE

3.3 Receiving Authority Employed Staff Continuing to Deliver Service

None

4 ASSETS / PREMISES

4.1 Locations of Premises from which the Services will be Provided

- 4.1.1 Host Authority – NNC (OAS) until or unless a base in NNC is established
- 4.1.2 Receiving Authority – N/A

4.2 Locations of Other Premises Used or Required for Service Delivery

- 4.2.1 Delivery of training will be carried out across NNC / WNC premises or otherwise outsourced.

4.3 Receiving Authority Assets to be Retained by Receiving Authority

4.3.1 Staffing related assets e.g. laptops etc.

5 REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

5.1.1 An annual report is produced by the (NSCP)

5.1.2 An inspection is in 2021 (Illacs / Ofsted and monitoring)

5.2 KPIs

Number of Northamptonshire schools graded as ineffective for safeguarding
Number of Ofsted Safeguarding complaints received
Number of DSL Forums delivered
Number school safeguarding reviews/audits completed
Number School training /conference sessions delivered
Training Evaluation Rated Good and above
Income Generated by Safeguarding in Education
Number schools signed up to Anti Bullying Alliance programme
Number of Online safety sessions delivered to schools
Total school staff delivered Online safety sessions
Total parents delivered Online safety sessions
Total pupils delivered Online safety sessions
1-2-1 Interventions delivered
Total non-school sessions
Income Generated by Online Safety Officer post

6 QUASI-JUDICIAL FUNCTION

6.1 Decisions in which the Host will Determine Appeals / Referrals

6.1.1 Ombudsman

6.1.2 Local Authority Designated Officer

6.1.3 OFSTED (reporting)

6.1.4 TRA (Teaching Regulation Agency)

6.1.5 DfE

7 FEES / CHARGES

7.1 Fees / Charges for Public / Third Party Use of Service

7.1.1 Shared service charges - Professional membership and Income generation via traded services.

8 ADDITIONAL INFORMATION

8.1 At the Commencement of this agreement the Service is managing a number of outstanding disputes, high level complaints, ICO investigations or legal proceedings that are either active or for which notice has been given. These include debt recovery and insurance claims in relation to the services. There is one matter where potential mitigation will be required.

8.2 NSCP is hosted by the Local Authority, on behalf of the Police and CCG, any operational changes would require NSCP involvement. NNC will represent both NNC and WNC in its function as the Host Authority.

9 IT & INFORMATION GOVERNANCE

9.1 Service IT Systems include MASH Protect, Capita and Carefirst

10 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Safeguarding in Education (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The Safeguarding in Education Service provides support, guidance and challenge to schools, colleges, Early Years settings and services within the Directorate to ensure that children are kept safe and their welfare is promoted.
Duration of the processing	Hosted for 12 months
Nature and purposes of the processing	Process personal data to enable the enable local agencies to work together in a system for the following purposes: <ul style="list-style-type: none">• Child protection• Support vulnerable children• Promote safe care, at home, in school and in the community• Identification of “new” safeguarding issues• Appropriate interagency information sharing• Public confidence in relation to child protection
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, address, DoB, contact details, NHS No. and other identifiers. Service users Assessments / Support Plan for services, preventative measures, key contacts, alerts and warnings, protection concerns, communication needs, family details, lifestyle and social circumstances, physical or mental health details, racial or ethnic origin and religious or other beliefs of a similar nature.

Safeguarding in Education (Hosted)	
Description	Details
Categories of Data Individual (e.g., staff, client)	Service users, relatives, parties subject to safeguarding/child protection investigations or proceedings
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	<p>UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject;</p> <p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1</p> <p><u>Part 1</u> Para 2: <i>Health or social care purposes</i></p> <p><u>Part 2</u> Para 6: <i>Statutory etc and government purposes</i> Para 16: <i>Support for individuals with a particular disability or medical condition</i> Para 18: <i>Safeguarding of children and of individuals at risk</i></p> <p><u>Part 3</u> Para 36: <i>Extension of conditions in Part 2 of this Schedule referring to substantial public interest</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Children's
FUNCTION	The Virtual School (VS)
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	North Northamptonshire Council ("NNC")
RECEIVING AUTHORITY	West Northamptonshire Council ("WNC")

1. FUNCTION AND SCOPE OF SERVICE**1.1 Statutory Function / Service**

1.1.1 The VS is a statutory function delivered pursuant to Section 7 of the Local Authority Social Services Act (1970). The Department for Education (DfE) sets out a framework under which Local Authorities discharge their statutory duty in accordance with 22 (3A) of the Children Act 1989, to promote the educational achievement of looked after children, (including those placed out of area). The Children and Family Act (2014) requires the appointment of an Officer to ensure that the statutory duty is properly discharged.

1.2 Service Description

1.2.1 The VS comprises a team of experienced teachers and dedicated educational professionals that promote and support the educational attainment and progress of Northamptonshire's children in care (CiC), and children previously in care, in accordance with the DfE framework, (Promoting the Education of Looked After Children and Previously Looked After Children February 2018).

1.1.2 The VS provides educational advocacy for CiC, wherever they live or are educated. The team is responsible for monitoring and promoting the education of CiC from preschool up until age 18.

1.1.3 The VS has a duty to provide information and advice on the educational needs of previously looked after children (PLAC). to support their parents to effectively advocate for them.

2 OUTSOURCING**2.1 Supplier contracts used by the Service include;**

2.1.2 Attendance Monitoring Service currently provided by Welfare Call (contract end date 31st August 2021).

2.1.3 Electronic PEP system currently provided by eGOV Solutions Ltd (contract end date 31st August 2022)

3 STAFFING**3.1 Total Staff for Service Provision**

3.1.2 The team comprises of 18 FTE permanent staff.

3.1.3 All staff delivering the Services will be employed by NNC.

4 ASSETS / PREMISES**4.1 Locations of Premises from which the Services will be Provided**

4.1.2 Staff base will be One Angel Square, until a Service base in NNC is identified.

5 REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

5.1.2 The Virtual School Head Annual Report

5.1.3 Local reporting for memberships/collaborative meetings on termly service performance measures

5.1.4 A Full Ilacs Ofsted inspection is due in 2022.

6 IT & INFORMATION GOVERNANCE

6.1 All personal information will be managed in accordance with the UK General Data Protection Regulations, Data Protection Act 2018 and within the general terms of the Inter Authority Agreement between WNC and NNC.

7 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Virtual School (Lead)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The Virtual School works in partnership with the child or young person's social worker and school/educational setting to ensure that they are supported to fulfil their potential at all stages of their education, and to give them the best opportunity to be successful in their adult lives.
Duration of the processing	Lead is ongoing
Nature and purposes of the processing	Personal data is being processed for the following purposes: <ul style="list-style-type: none"> To administer events such as the children in care celebration event. To tailor support in education according to need. To work with schools and other education providers to ensure that children in care are successful and make good progress. To work with other agencies to support children in care in education.
Type of Personal Data being Processed (e.g., Name, dob, address)	Parents contact details, Child's name, DoB and contact details, Educational placements, Educational progress and outcomes, Attendance at and exclusion at school, Behaviour in school and educational needs, Participation in educational programmes
Categories of Data Individual (e.g., staff, client)	Members of the public

Virtual School (Lead)	
Description	Details
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
<p>Lawful basis</p>	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1</p> <p><u>Part 1</u></p> <p>Para 2: <i>Health or social care purposes</i></p> <p><u>Part 2</u></p> <p>Para 16: <i>Support for individuals with a particular disability or medical condition</i></p>

SCHEDULE 2 C1-C5

ADULTS - PUBLIC HEALTH

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Public Health
FUNCTION / SERVICES	Director of Public Health (DPH)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1 Statutory Functions / Services

- 1.1.1 The appointment of the Director of Public Health (“the Function”) is a statutory function that is delivered pursuant to Acts of Parliament, predominantly the NHS Act 2006 and the Health and Social Care Act 2012. Local Authorities are required to employ a Director of Public Health (DPH) whose role is a specialist, leadership position. The DPH role is to protect and improve the health of the population, provide advice on health services and deliver statutory and mandated responsibilities.
- 1.1.2 The DPH is Accountable for the Public Health Grant on behalf of CEO of the local authority, which requires stringent adherence to specified conditions. The Local Government Act 2003, (in which the Secretary of State has attached conditions to the payment of such grant) and the Health and Social Care Act 2012, outline the purpose of public health and funding arrangements. The DPH is a Chief Statutory Officer of their local authority.

1.2 Additional Duties

- 1.2.1 In addition to the core functions the DPH has additional specific duties as set out below:
 - 1.2.1.1 responsible for their local authority’s public health response as a responsible authority under the Licensing Act 2003, such as making representations about licensing applications;
 - 1.2.1.2 if the local authority provides or commissions a maternity or child health clinic, the DPH has a responsibility for providing Healthy Start vitamins and
 - 1.2.1.3 The DPH must have a place on their local health and wellbeing board

1.3 Statutory Requirements

- 1.3.1 The DPH is required to have formal or portfolio training in Public Health with registration (GMC/UKPHR).

1.4 Reporting Requirements and KPIs

1.4.1 Table 1 showing Public Health Outcomes relevant to the DPH function

Public Health Outcomes
Overarching indicators: https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0
Wider Determinants of Health: https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0/gid/1000041/pat/6/par/E12000001/ati/302/are/E06000047/cid/4/tbm/1

Health Improvement: <https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0/gid/1000042/pat/6/par/E12000001/ati/302/are/E06000047/cid/4/tbm/1>

Health Protection: <https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0/gid/1000043/pat/6/par/E12000001/ati/302/are/E06000047/cid/4/tbm/1>

Healthcare and Premature Mortality: <https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0/gid/1000044/pat/6/par/E12000001/ati/302/are/E06000047/cid/4/tbm/1>

1.5 Duration of Host Provision

1.5.1 The Service is to be hosted by NNC for a period of not more than 12 months from the Commencement Date (01 April 2021) until terminated and / or extended in accordance with the terms of the Inter Authority Agreement between NNC and WNC.

1.6 Staffing

North			
Geographical Location of staff	Roles	Employment Type	Staff Count
OAS / CCG / Home Working	Director of Public Health	Permanent	1

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION	Public Health - Adult Learning
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1 Statutory Functions / Services**

- 1.1.1 The Adult Learning Service (“the Service”) is a none statutory service, although as a training provider, there is a requirement to adhere to the funding rules and regulations set out by the Education and Skills Funding Agency (ESFA).
- 1.1.2 The Service provides accredited and non-accredited courses across the county with a focus on areas of social deprivation. In a normal year the Service expects to provide a Service for 5000 learners across the county of Northamptonshire.
- 1.1.3 The Service delivers the Community Learning Programme against four delivery strands; Personal and Community Development Learning, Family English, Maths and Language, Wider Family Learning and Neighbourhood Learning in Deprived Communities. The remaining delivery strand is for Skills Learning which delivers accredited qualification programmes. Delivery of each strand is reported to the ESFA. All provision is aligned with Public Health outcomes and the Service is Ofsted regulated. The Service will be delivered by academic year, from 1st August to 31st July each year.

1.2 Statutory Requirements

- 1.2.1 As a minimum, all staff involved with the provision of the service must have a basic annual DBS check.
- 1.2.2 Ofsted compliance.

1.3 Primary Purpose of Hosted / Lead Provision

- 1.3.1 The recommendation of the Education and Skills Funding Agency (ESFA) was to have one Service provider to deliver the contract for the whole of the County in order to retain the UK Provider Reference Number (UKPRN); NNC is permitted to deliver the Adult Learning Service on behalf of the Department for Education (DfE).

2 OUTSOURCING**2.1 Third Parties Involved in the External Provision**

- 2.1.1 The National Careers Service (NCS) provides Group Information, Advice and Guidance sessions on courses.

3 STAFFING**3.1 Total Staff for Service Provision**

3.1.1 The Service comprises 49 substantive staff and 209 sessional staff, all of whom are employed by the Lead Authority (NNC) as set out in Table 1 below:

3.1.2 Table 1 Showing Staff breakdown

Senior Management Team	6
Curriculum Coordinators	14
Adult Education Tutors - Substantive	2
Support Services Team	23
Hourly paid tutors	147
Hourly paid teaching assistants	40
Hourly paid Evening/Saturday administrators	20
Hourly paid lifeguards and models	2
Total substantive staff	45
Total sessional staff	209

3.2 Locations for Delivery of the Service

3.2.1 The Service will be delivered from OAS located at One Angel Square, Angel Street Northampton NN1 1DE and staff working from home and in the locality as described below.

3.2.2 During COVID-19 home working arrangements may be in place for office based staff.

3.2.3 Locations such as libraries and schools will be hired for delivery of classroom provision and other courses will be delivered remotely.

4 REPORTING, MONITORING AND REGULATORY COMPLIANCE

4.1 Table 2 Showing Reporting and monitoring requirements

Local/ National Reporting Requirements	Frequency of reporting	Service up to date in meeting the reporting requirements and returns?	To Whom?
Submission of ILR Data team export and check ILR file to ensure contractual compliancy and fulfil submission to ESFA	13 times a year	Y	ESFA (Education and Skills Funding Agency)
Matrix	Annually, with reassessment every 3 years	Y	Matrix Standard, The Growth Company
Ofsted regulated	Usually every four years - last one Sept 16		

4.1.1 The service was last inspected in Sept 2016 and may be inspected in 2021.

5 FEES / CHARGES

5.1 The Service charges tuition fees for some of elements of provision e.g. Community Learning courses. A fee is charged for a number of skills courses, (as determined by the ESFA). All courses where a fee is charged are co funded by the ESFA. The Service fees policy is displayed on the Council's website.

6 ADDITIONAL INFORMATION

6.1 The Service is funded annually and the grant amount for 2021/22 is yet to be confirmed. The grant amount is likely to be affected by the DfE decisions.

7 IT AND INFORMATION GOVERNANCE

7.1 Table 3 showing IT systems used by the Service

IT Systems	Suppliers	Software Licences
Terms	Westmarch systems	Software licence renewed annually, 41 x Individual user licences
Terms Web booking system	Westmarch systems	As above
ALS Website	NCC	
Civica	NCC / Civica	
Moodle	Westmarch systems	
Crystal Reports	Westmarch systems	9 user licences
ERP	NCC	
Smartermail	Smartermail	
FIS	ESFA	
Asset Tiger	Asset Tiger	
Sharepoint	NCC	
Zoom	NCC / Zoom	8 Enterprise Licences
Awarding organisations	Exam boards used: C&G, RHS, WJEC, AIM, Gateway, Highfield.	
Firmstep	NCC Web team - Firmstep	

8 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The Service will review the management of apprentices following the reorganisation.

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

PH-Provider Services Adults Learning (Lead)
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Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The provision of accredited and non-accredited courses to Adults across the county, with a focus on areas of social deprivation in line with Education and Skills Funding Agency.
Duration of the processing	Ongoing
Nature and purposes of the processing	<p>Amongst other related activities personal data will processed for the following reasons:</p> <p>Provision of part time, with the vast majority being community learning courses (non-accredited)</p> <p>In a typical year the service expects to provide a service for 5000 learners across the county.</p> <p>The provision of the service is aligned with Public Health outcomes.</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, address, email, TelNo., DoB, Health Data
Categories of Data Individual (e.g., staff, client)	Applicants, Learners, Tutors.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Schedule 1 Part 1:</p> <p>Para 3: <i>Public Health</i></p>

SPECIFIED FUNCTION AND SERVICES

SERVICE AREA	Adults
FUNCTION	Public Health (PH) - Management, Commissioning and Admin
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1 Statutory Functions / Services

- 1.1.1 Public Health Management, Commissioning and Administration (the ‘Service’) is delivered pursuant to statutory obligations for Local Authorities to make arrangements for the provision of the Service.
- 1.1.2 The Service provided will include the use of Public Health Grant by adhering to the conditions of ring-fenced public health grant which can be found at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/872798/DHSC_allocations_circular_2020_to_2021.pdf) and will be provided in accordance with:
- 1.1.2.1 The Local Government Act 2003 in which the Secretary of State has attached conditions to the payment of the grant;
- 1.1.2.2 The Health and Social Care Act 2012 (which outlines the purpose of public health and funding arrangements); and
- 1.1.2.3 The Government Consultation document; [Govt. Consultation - Healthy Lives, Healthy People](#) sets out the funding and commissioning routes for public health (this includes a provisional list of what should be funded by local authorities from the public health budget, and who the principal commissioner for each activity should be).
- 1.1.3 Health Protection, Healthcare Public Health and Health Improvement: focusing on the mitigation of risk to the public’s health and improvement in the health of the local population and reduction in health inequalities (including most sexual health services and services aimed at reducing drug and alcohol misuse).
- 1.1.4 Regulations on the exercise of local authority public health function: focusing on section 6C of the NHS Act 2006 and the Regulations which set out the responsibilities of Local Authorities relevant to this Function.
- 1.1.5 1.1.6 Healthwatch: focusing on independent public engagement on the part of Part of Care Quality Commission (CQC).
- 1.1.6 Health and Wellbeing Board: this is a statutory committee for the LAs as required by the Health and Social Care Act 2012, supported by Public Health (PH) with a public health funded Health and Wellbeing Board (HWBB) Manager.
- 1.1.7 Information requested from PH Provided Services: all service providers send returns to the analyst team and copy in the Commissioner and the PH Principal or project lead. Data is then used to inform performance management meetings with all providers.
- 1.1.8 Pharmaceutical Needs Assessment: this is a statutory bi-annual requirement – this task is overseen by a steering group and forms part of the statutory requirements of HWBB.

1.1.9 Epidemiology survey: annual survey data is submitted to NHS England and Improvement (NHSEI), PH commissioning team monitor survey activity and provide guidance to overcome blocks in the system.

1.1.10 ORAL Health Promotion: Returns are used to inform performance management meetings with all providers.

1.2 Statutory Requirements

Role	Statutory Qualifications Required for the role
Assistant Director PH	Formal or portfolio training in Public Health with registration (GMC/UKPHR)
Consultant in PH	Formal or portfolio training in Public Health with registration (GMC/UKPHR)

1.3 National Reporting Requirements

1.3.1 Table 1 Showing Public Health Outcomes relevant to the PH function

Public Health Outcomes
Overarching indicators: https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0
Wider Determinants of Health: https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0/gid/1000041/pat/6/par/E12000001/ati/302/are/E06000047/cid/4/tbm/1
Health Improvement: https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0/gid/1000042/pat/6/par/E12000001/ati/302/are/E06000047/cid/4/tbm/1
Health Protection: https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0/gid/1000043/pat/6/par/E12000001/ati/302/are/E06000047/cid/4/tbm/1
Healthcare and Premature Mortality: https://fingertips.phe.org.uk/profile/public-health-outcomes-framework/data#page/0/gid/1000044/pat/6/par/E12000001/ati/302/are/E06000047/cid/4/tbm/1

2 OUTSOURCING

2.1 External Providers

2.1.1 Supplier contract; Table showing Supplier contracts in place for the delivery of the Service:

Contracts	Description
Contract for the provision of Nicotine Replacement Therapy	For the provision of the Deliverables (Nicotine Replacement Therapy) to be delivered to the Customer (Northamptonshire County Council). For the term of the Call-Off Contract (until termination or natural expiry)
Service agreement for the provision of IT system to support Stop Smoking service delivery	Service agreement for the provision of IT system to support Stop Smoking service delivery. Components: Quit Manager, 12 Month Licence, 12 Month Hosting/SSL, 12 Month virtual number for SMS, 7500 post code credits
S75 Integrated Sexual Health and HIV Services	S75 between NCC (lead) and NHS England to commissioner the Northamptonshire Integrated Sexual Health Service.

Contracts	Description
Recruitment for Vivid Resourcing	Recruitment for Vivid Resourcing for a nurse starting with us from 8th Feb – 31st March
Emotional Coaching	Emotional Coaching in schools
Equipment for Corby Leisure Centre for Event Specialists Ltd	Equipment for Corby Leisure Centre for Event Specialists Ltd
Healthy Young Daventry – Breastfeeding Peer Support project Contract	It is for a grant awarding programme running within the obesity budget. Project will build on the work started in November 2019 which has continued throughout the pandemic. This extension will keep the service running both virtually and face to face
Adolescent Mentoring	Adolescent Mentoring
Care Leavers Project	Care Leavers project from The Children's Trust
Fostering Project	Fostering Project to be delivered over 24 months by The Children's Trust
Contract For The Supply Of Healthcare Library Services.	This agreement is supplemental to a contract dated 29th November 2018. The contract shall remain in effect and full force for a further 12 months, ending 30th September 2021
Stop Smoking Service (for the supply of Varenicline via a PGD)	Stop Smoking Service (for the supply of Varenicline via a PGD)
PAUSE for a Fresh Start Northamptonshire	Pause is a specialist intervention programme that works directly with women who have had multiple children taken into care
VCSE Health & Wellbeing Fund. CYP Mental Health	Happier Families programme (Dept. H&SC) VCSE Health and Wellbeing Fund to deliver a programme of mental health and wellbeing interventions for children aged 5-11yrs and their families
Northamptonshire County Council Falls Prevention Service	The Northamptonshire Falls Prevention Service will be delivered by a multi-disciplinary team, undertaking multi-factorial assessment in line with best practice guidance, and operating on a countywide basis – this is in the process of being in-housed
Grant Funding - Heart of England Housing Association	Deed of Agreement in respect of Grant Funding Agreement for Operation of PHASE Scheme - Heart of England Housing Association, 10 Greenhill Street, Stratford-Upon-Avon, Warwickshire, CV7 6LG
NEW Northamptonshire Integrated Sexual Health and HIV Service (NISHH)	NCC, acting as the lead commissioner for the Council and NHS England procured an Integrated Sexual Health / outpatient HIV Service to self-help information and advice, preventive, diagnostic & treatment services and timely referral to specialist services
Northamptonshire County Council Request for Quotation For E-Cigarettes	Northamptonshire County Council invited quotations for the provision of e-cigarettes, as part of the offer of support for people to stop smoking

Contracts	Description
Structured Treatment Service	The provision of structured treatment for drug and alcohol addictions in Northamptonshire
Young People's Drug and Alcohol Prevention Service	Drug and Alcohol Prevention
Northamptonshire County Council NHS Health Checks IT System	An IT solution was procured to support the operational process and monitor the performance and effectiveness of the NHS Health Check programme at all levels.
Substance Misuse Recovery Service	Substance Misuse Recovery services for community re-integration
Training Programme - Substance Misuse Awareness	Drug and Alcohol education and training for frontline staff
Northamptonshire County Council NHS Health Checks DPS (Dynamic Purchasing System)	The NHS Health Check programme aims to reduce avoidable premature mortality by early identification and management of cardiovascular risk factors and disease in people aged between 40 and 74 years who have no previous history of CVD disease.
Healthwatch Northamptonshire	Healthwatch Northamptonshire is the county's local and independent health and social care consumer champion. The core objectives of this contract are to deliver the Healthwatch statutory duties set out in the Health and Social Care Act 2012.
Framework for Point of Care Testing (POCT) for NHS Health Check Service	Framework for Point of Care Testing (POCT) for NHS Health Check Service
Pharmaceutical Needs Assessment	The provider will be required to conduct a pharmaceutical needs assessment and produce a full report, which must then be open to a period of consultation, prior to final sign off and publication by the 31st of March 2021
Lifestyle: Weight Management (Dynamic Purchasing System - DPS)	NCC invited Indicative Tender submissions for the supply of Weight Management Services, looking for organisations/individuals to facilitate the delivery of a Tier 2 Lifestyle Weight Management Service across Northamptonshire
Community Law Service	This contract relates to a grant funded project for addressing fuel poverty
Section 75 Integrated Children's Health Services in Northamptonshire	Section 75 agreement between Northamptonshire County Council, Nene and Corby CCGs for the provision of 0-19 Children's health related services

3 STAFFING

3.1 Total Staff for Service Provision

3.1.1 Table showing the Service delivery locations and staff

North

Geographical Location of staff	Roles	Employment Type	Staff Count
OAS	Assistant Director of Public Health North	Permanent	1
OAS	Assistant Director of Public Health West	Permanent	1
OAS	Assistant Director of Public Health Strategy and Partnerships	Permanent	1
OAS	Consultant in Public Health	Permanent	2
OAS	Consultant in Public Health	Agency	3
OAS	Public Health Trainees/Registrars	Fixed Term	3
OAS	Public Health Principal	Permanent	5
OAS	Senior Commissioning Manager	Permanent	1
OAS	Commissioning Manager	Permanent	2
OAS	Public Health Communications & Engagement Manager	Permanent	1
OAS	Senior Public Health Practitioner	Permanent	1
OAS	Public Health Practitioner	Permanent	4
OAS	Public Health Practitioner - Clinical Collaboration	Fixed Term	2
OAS	Quality Assurance Manager	Permanent	1
OAS	Programme and Systems Officer	Permanent	1
OAS	Public Health Business Manager	Permanent	2
OAS	Public Health Officer	Permanent	2
OAS	Health and Wellbeing Board Business Manager	Permanent	1
OAS	Quality Assurance and Service Improvement Officer	Permanent	1
Field Based	Healthy Schools Advisor	Fixed Term	4
OAS	Public Health Administrator	Permanent	1
OAS	Business Support Officer	Permanent	2

4 REPORTING, MONITORING AND REGULATORY COMPLIANCE

4.1 Service Reporting and Monitoring Requirements

The reporting and monitoring requirements are set out in the below table:

Local/ National Reporting Requirements	Is the service up to date in meeting the reporting requirements and returns? (Y/N)	To Whom?
Overarching indicators	Y	DPH
Wider Determinants of Health	Y	DPH
Health Improvement	Y	DPH
Health Protection	Y	DPH
Healthcare and Premature Mortality	Y	DPH

5 INFORMATON TECHNOLOGY

5.1 Table showing the IT systems used by the Service

IT Systems used	Suppliers
TERMS Database	
QuitManager	Bionical
Zipporah	
TCR (The Computer Room)	The Computer Room
Data Access Environment	
National Drug Treatment Monitoring System	Public Health England
NCMP (National child measurement programme: on-line system)	NHS Digital
HIV and STI web portal	Public Health England
LINKS CarePath	Illy Systems
LINKS Pharmacy	Illy Systems
GUMCAD	NHFT
Symphony	
NHS Jobs	NHS
PH Website	Internal
SIP Database	Internal

IT Systems used	Suppliers
Firmstep	

6 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Public Health Management, Commissioning and Admin (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	<p>The NHS public health functions agreement sets out the arrangements under which the Secretary of State delegates responsibility to NHS England for certain public health services. The services currently commissioned in this way are:</p> <ul style="list-style-type: none"> • national immunisation programmes • national population screening programmes • Child Health Information Services (CHIS) • public health services for adults and children in secure and detained settings in England • sexual assault services (Sexual Assault Referral Centres)
Duration of the processing	Hosted for up to 12 months

Public Health Management, Commissioning and Admin (Hosted)	
Description	Details
Nature and purposes of the processing	<p>Amongst other related activities personal data will processed for the following reasons:</p> <p>Administration of the Public health grant: adherence to conditions of ring-fenced public health grant.</p> <p>Regulations on the exercise of local authority public health function:</p> <p>Regulation 3 – Weighing/measuring certain children in their area. Regulations 4 and 5 - Health checks for eligible people.</p> <p>Regulation 6 - Open access sexual health services in their area.</p> <p>Regulation 7 - Duties to commission health services, to any CCGs in their area.</p> <p>Regulation 8 - Health protection arrangements against threats to the health of the local population, including infectious disease, environmental hazards and extreme weather events.</p> <p>Health watch: independent public engagement</p> <p>Health and wellbeing board:</p> <p>Health checks: GP Federations invoice via the LGSS accounts payable box.</p> <p>Pharmaceutical Needs Assessment:</p> <p>Epidemiology data: Annual survey data.</p> <p>ORAL Health Promotion: Data reviewed at quarterly monitoring meetings.</p> <p>PAUSE: Data will be submitted to Commissioner and Consultant to review at quarterly meetings.</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, address, DoB, gender, health data, ethnicity, religion, physical characteristics e.g. height and weight
Categories of Data Individual (e.g., staff, client)	Members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>

Public Health Management, Commissioning and Admin (Hosted)	
Description	Details
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,g processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>UK GDPR Article 9,2,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> <p>UK GDPR Article 9,2,i processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices, on the basis of Union or Member State law which provides for suitable and specific measures to safeguard the rights and freedoms of the data subject, in particular professional secrecy;</p> <p>DPA 2018 – Schedule 1</p> <p><u>Part 1</u></p> <p><i>Para 3: Public health</i></p> <p><i>Para 4: Research etc</i></p> <p><u>Part 2</u></p> <p><i>Para 6: Statutory etc and government purposes</i></p> <p><i>Para 8: Equality of opportunity or treatment</i></p> <p>Other legislation</p> <p>Health and Social Care Act 2012</p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION / SERVICE	Public Health - Wellbeing Services
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVER AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1 The Adults Public Health – Wellbeing Services (“the Service”) is a non-statutory service that will be delivered across the County of Northamptonshire.

1.2 Service Description**1.2.1 Smoking Cessation**

- a. engaging with, and deliver support from secondary care sites
- b. developing and maintaining relationships with external organisations
- c. increasing the number of smokers using the Service
- d. increasing the number of smokers achieving a 4-week cessation following the use of the Service
- e. engagement with Northamptonshire Tobacco Control Alliance; and
- f. for the Service to have a presence at both acute trusts for WNC and NNC to provide in-patient support

1.2.2 Supporting Independence Service Aims

- a. To identify and support people living with mild frailty and so reduce the risk of adverse health events and subsequent demands on health and social care.
- b. To halt, reverse or reduce the deterioration of frailty in people living with mild frailty as measured by the Edmonton frailty scale.
- c. To decrease the number of people living with mild frailty who experience major health events.
- d. To support the identification and recognition of frailty in at risk patients across the Northamptonshire health and social care system.
- e. To support the development of a system wide frailty pathway from fitness to severe frailty and end of life care.
- f. To contribute to the knowledge base on frailty, its management and progression.

2 EXTERNAL SUPPLIERS

2.1 The Provision of the Service will involve 3 supplier contracts as set out below.

Contracts	Description	Suppliers
Champix PGD	Patient group direction for the supply of Champix	10+ local pharmacies
E-Cigarette Supplier	Contract held with a company providing the services vaping supplies	Pillbox38
Nicotine Replacement Therapy (NRT)	Contract held with a company providing the services nicotine replacement therapy	Sigma

2.2 Other Service Level Agreements, Memorandums of Understanding or other Arrangements for the Service Provision

2.2.1 SLA between Public Health Northamptonshire and the Stop Smoking Service.

3 REPORTING, MONITORING AND REGULATORY COMPLIANCE

3.1 Service Reporting and Monitoring Requirements

3.1.1 The provision of the Stop Smoking Services will be monitored and reported on quarterly basis to NHS Digital and The Department of Health.

3.2 Key Performance Indicators

3.2.1 KPI's will be delivered in accordance with the Service Level agreement between Public Health Northamptonshire and the Stop Smoking Service.

4 ASSETS AND PREMISES

4.1 Locations of Service Delivery

4.1.1 The Service will be delivered from the Host Authority premises at One Angel Square (OAS) unless specified in this Schedule.

4.1.2 The Supporting Independence Services and The Smoking Cessation Services are delivered in GP surgeries and community buildings across the County of Northamptonshire. During the COVID pandemic, the Services will be delivered by telephone.

5 STAFFING

Location of staff	Roles/Service	Employment Type	Staff Count	Comments
	Stop Smoking Service			
OAS/Home Working during COVID-19	Wellbeing Services Manager	Permanent	1	
OAS/Home Working during COVID-19	Area Manager	Permanent	1	
OAS/Home Working	Stop Smoking Specialist	Permanent	2	

Location of staff	Roles/Service	Employment Type	Staff Count	Comments
during COVID-19				
OAS/Home Working during COVID-19	Stop Smoking Advisor	Temporary	4	
OAS/Home Working during COVID-19	Stop Smoking Advisor	Permanent	4	
OAS/Home Working during COVID-19	Senior Administrator	Permanent	1	
OAS/Home Working during COVID-19	Administrator	Temporary	1	
	Supporting Independence Service			
OAS/Home Working during COVID-19	Area Manager	Permanent	2	
OAS/Home Working during COVID-19	Wellbeing coordinator	Permanent	4	2 on maternity leave/secondment 1 post is filled by temporary contract by a permanent Wellbeing Advisor to November 2021
OAS/Home Working during COVID-19	Wellbeing Advisors	Permanent	17	
OAS/Home Working during COVID-19	Senior Administrator	Permanent	1	

6 INFORMATION GOVERNANCE

All personal information will be managed in accordance with the UK General Data Protection Regulations, Data Protection Act 2018 and within the general terms of the Inter Authority Agreement between WNC and NNC.

7 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Public Health Provider Services Wellbeing (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The promotion of improved wellbeing for the population.
Duration of the processing	Hosted for up to 12 months
Nature and purposes of the processing	<p>Amongst other related activities personal data will processed for the following reasons:</p> <p>Smoking Cessation</p> <p>The stop smoking services aims to help smoker to quit in line with the Government's smoking reduction commitment</p> <p>The Supporting Independence Programme is a Public Health service, tailored to support anybody in the county, over the age of 18, who may be struggling with one or several areas of their life, leading to mild frailty or reduced independence.</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, DoB, address, health data, ethnicity, contact details
Categories of Data Individual (e.g., staff, client)	Members of the public
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>

Public Health Provider Services Wellbeing (Hosted)	
Description	Details
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,i processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices, on the basis of Union or Member State law which provides for suitable and specific measures to safeguard the rights and freedoms of the data subject, in particular professional secrecy;</p> <p>DPA 2018 – Schedule 1 Part 2: Para 3: <i>Public health</i></p>

SPECIFIED FUNCTION AND SERVICES

SERVICE AREA	Adults
FUNCTION	Public Health - Health Intelligence and STP
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1 Statutory Functions / Services

1.1.1 The Public Health Intelligence and STP function (the ‘Service’) is a statutory function delivered pursuant to the Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013.

1.2 Additional Functions / Services

1.2.1 The Service will provide a quarterly Health Visitor statutory returns to Public Health England as required by section.

2. STAFFING

2.1 Total Staff for Service Provision

2.1 The Service will be delivered by the Lead Authority 7 staff who are employed on permanent basis (6.2FTE).

2.1.1 The table below shows the full Staff breakdown

NNC						
Geographical Location of staff	Roles	Employment Type	Staff Count	Comments		
One Angel Square	Intelligence and Insight Manager	Permanent	3	1.4 FTE Job shared (two staff share 1.0 FTE job, and the other is 0.4 FTE)		
One Angel Square	Performance Analyst	Permanent	3	2 FTE Job shared (1 staff is FTE; and the other two staff share 1 FTE job)		
One Angel Square	Performance Analyst	Temporary	1			
One Angel Square	Public Health Analyst Placement	Agency	1			
One Angel Square,	Strategic Planning Officer	Permanent	1			

One Angel Square	Public Health Analyst Partnerships CCG (NHSB629) 1 position	Permanent	1	0.8 FTE
One Angel Square	Senior Performance & Information Officer	Permanent	1	
One Angel Square	Knowledge and Evidence Officer	Fixed Term	1	Fixed Term until April 2022

2.1.2 Locations for Delivery of the Service

2.1.2.1 The Service will be delivered by the Lead Authority (NNC) primarily from One Angel Square, Angel Street Northampton NN1 1ED.

3. REPORTING, MONITORING AND REGULATORY COMPLIANCE

3.1 Service Reporting and Monitoring Requirements are set out in the table below

Local/ National Requirements	Reporting	Frequency of reporting	To Whom?
Health Check statutory return		Quarterly	Public Health England
COVER (Cover of vaccination evaluated rapidly) statutory return		Quarterly	Public Health England
Health visitor statutory return		Quarterly	Public Health England
National Child Measurement Programme		Annual	Public Health England
Public Health Annual Report		Annual	
Health and Wellbeing Infographics		Annual	Local Health and Wellbeing Forum
A& E assaults		Annual	Public Health Commissioners and Police
Primary school health profiles		Annual	Public Health Commissioners, NHFT and School Nurses
Secondary school health profiles		Annual	Public Health Commissioners, NHFT and School Nurses
Smoking cessation monthly monitor report		Monthly	Public Health Commissioners
Sexual Health monthly monitor report		Monthly	Public Health Commissioners
Health Protection dashboard		Quarterly	Health Protection Board
Seasonal flu vaccination uptake report		Fortnightly	Public Health Commissioners
Breast feeding report		Quarterly	Public Health Commissioners
Suicide prevention report		Annual	Public Health Commissioners
Substance misuse contract monitoring		Quarterly	Public Health Commissioners

3.2 ADDITIONAL INFORMATION

None

4. IT & INFORMATION GOVERNANCE

4.1 The Service will be delivered using the IT Systems listed in the below table:

IT Systems used
Local MS Excel workbooks
Networked MS Access Database
SharePoint
KPI MS Excel linked to networked database
SPSS
QGIS
The Computer Room
Quit Manager
LINKS CarePath and LINKS Pharmacy

5. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Public Health Intelligence and STP (Lead)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	Reporting and analysis of health and social care data
Duration of the processing	Ongoing
Nature and purposes of the processing	Amongst other related activities personal data will processed for the following reasons: Quarterly health check statutory return Quarterly health visitor statutory return Annual National Child Measurement Programme Quarterly COVER (cover of vaccination evaluated rapidly) statutory return
Type of Personal Data being Processed (e.g., Name, dob, address)	Access to personal data to produce aggregated reports. Name, dob, health, address, social care indicators.
Categories of Data Individual(e.g, staff, client)	Members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.

Public Health Intelligence and STP (Lead)	
Description	Details
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,g processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>DPA 2018 – Schedule 1 Part 1: <i>Para 4, Research etc</i></p>

SCHEDULE 2 D1-D6

CORPORATE & ICT

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Corporate Services
FUNCTION	Learning & Development (L&D)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	Northamptonshire Council (“WNC”)

1.FUNCTION AND SCOPE OF SERVICE

1.1. Statutory Function/ Service

- 1.1.1 The Learning and Development Service (The “Service”) is a support service that delivers learning and development and apprenticeships to the Council and other public sector customers. This service delivers a variety of learning interventions, in a range of specialisms including Adults and Children’s Social Care, Leadership & Management, Continuous Professional Development, Business Systems, Apprenticeships & Qualifications and partnership working.
- 1.1.2 Elements of the service require statutory compliance, including Social Care and Social work training, which is governed by Skills for Care and Social Work England respectively.
- 1.1.3 Learning is provided via our Learning Management System, iLearn, which provides a host of online learning, elearning and resources.
- 1.1.4 The Service provides apprenticeship training, with a wide range of apprenticeship opportunities available through the Apprenticeship Qualification Academy. The Service work closely with employers to ensure that apprenticeship programmes meet business needs and provide off-the-job training for apprentices.
- 1.1.5 The Service is accredited through a range of regulatory bodies including CIPD, Ofsted, CQC, City and Guilds and Pearson.
- 1.1.6 The Service is a provider for Northampton Children’s Trust under a Service Level Agreement
- 1.1.7 The Service is a provider for Cambridgeshire County Council and Milton Keynes County Council for access to the Learning Management System ‘iLearn’, management of Apprenticeship DAS, commissioning and delivery of specific Apprenticeships.
- 1.1.8 The Service provides a ‘Pay As You Go’ service available for the Private, Voluntary and Independent Sector for various training solutions and Schools for Governor support services.

2 OUTSOURCING

2.1 External Providers

- 2.1.1 Multiple contracts for Apprenticeships are in place including some external provision for legal, statutory and licenced related training for Adults & Children’s social care workforces.
- 2.1.2 The Learning Management System (LMS) iLearn, is delivered by an external supplier Learning Pool under a service contract and includes a variety of content.

2.1.3 A variety of content contracts are in place with other suppliers for content delivered on the platform.

2.1.4 One File supplies the portfolio system for Apprenticeships & Qualifications.

3 STAFFING

3.1 The team comprises of approximately 50 staff covering a variety of roles within business support, digital, leadership, social care, social work and apprenticeships and qualification functions.

3.2 Receiving Authority Employed Staff Continuing to Deliver Service

3.2.1 None (1 x member of staff is seconded across from the West to the North for 12 months whilst L&D is hosted in the North).

4 ASSETS / PREMISES

4.1 Locations of Premises from which the Services will be Provided

4.1.1 Various Council locations across Northamptonshire

4.1.2 External in-house delivery for Adult social care sector

4.1.3 External in-house delivery for schools based training

4.1.4 NCT locations if required.

5 REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

5.1.1 National - Adults & Children's Social care and social work (CQC and Ofsted)

5.1.2 National - Apprenticeships training provider status (Ofsted)

5.1.3 Local Service – Apprenticeship Dash Boards to show levy utilisation

5.1.4 Local Service - North & West compliance and mandatory training completions

5.2 Service Regulatory Requirements / Approvals

5.2.1 Approvals required by Skills for Care for Assessed and Supported Year in Employment (ASYE) for Newly Qualified Social Workers (NQS) in both Adults and Childrens Social care.

5.2.2 No approvals outstanding

5.3 KPIs

5.3.1 Local Reporting - current KPI's covering training course evaluations and Management Information reporting at Directorate levels.

5.3.2 National – various bespoke KPI's at point of inspection by CQC and Ofsted.

6 FEES / CHARGES

6.1 Fees

6.1.1 Course cancellation charges, for none attendance.

6.1.2 'Pay As You Go' service

7 ADDITIONAL INFORMATION

7.1 Revision of Deprivation of Liberty Safeguarding legislation due in 2022, which will have a significant impact on the knowledge and work practices of staff and will require a service review.

7.2 COVID-19 measures have had a significant impact on the Function and Service. Customer requirements may change which will warrant a review of the current service delivery model

8 IT & INFORMATON GOVERNANCE

8.1 Service IT Systems

8.1.1 All main Corporate IT Systems, in addition external IT systems include One File, LMS (iLearn), DAS, Skills for Care Portal, PIC's.

9 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

HR Learning and Development/ Apprenticeships (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	Provision of learning and development opportunities, including apprenticeships to residents of the County.
Duration of the processing	Less than 12 months
Nature and purposes of the processing	<p>Personal data is processed to for the following reasons:</p> <ul style="list-style-type: none"> • To handle enquires about L&D services • To review applications for a course or apprenticeship schemes, • For delivering training • learning and development activity • to record any learning interventions delivered
Type of Personal Data being Processed (e.g., Name, dob, address)	<p>Your name, address and contact details, including email address and Tel No. • Details of your qualifications, skills, experience, employment history, other relevant experience and achievements • Whether or not you have a disability or additional support needs for which the organisation needs to make reasonable adjustments • The outcome and results of any Assessment Centre processes or testing which has formed part of a recruitment process or other internal management process. • Photographs used during a recruitment or Assessment Centre exercise.</p> <p>For apprentices the following additional personal data will be processed: DoB • Salary Details • Hours of Work • Unique Learner Number • National Insurance Number • Parent & Guardian Details (for Apprentices under 18)• Citizenship • Education Health Care Plan</p> <p>For Care Leavers the following additional personal data will be processed: • Equality Monitoring Information (including information about your gender, ethnic origin and health) and • Long Term Health Conditions.</p>
Categories of Data Individual (e.g., staff, client)	Members of the public

HR Learning and Development/ Apprenticeships (Hosted)	
Description	Details
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
<p>Lawful basis</p>	<p>UK GDPR Art 6,1(c) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;</p> <p>UK GDPR Art 6,1(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;</p> <p>UK GDPR Art 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;</p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Corporate
FUNCTION	Libraries Support Services (including trade)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1. Statutory Functions / Services**

- 1.1.1. The provision of a “comprehensive and efficient” library service is a statutory requirement. Libraries in each unitary will be staffed by their own (disaggregated) frontline staff however the support services to enable this will be hosted by WNC. The discharged services include: Senior and Strategic Management of the statutory library service;
- 1.1.2. Provision, support and maintenance of key systems including the Library Management System, Self-service machines, Public Computers and Tablets and Public Wi-Fi;
- 1.1.3. Provision of stock including managing suppliers, procurement, processing, delivery of all physical book stock;
- 1.1.4. Provision and maintenance of all electronic resources delivered by third parties including e-book and e-audiobook platforms;
- 1.1.5. Provision of the Business & IP Centre Northamptonshire;
- 1.1.6. Provision of support to all Community Managed Libraries.

1.2. Additional / Other Functions / Services

- 1.2.1. Management & Provision of the income-generating traded services including Strong Start, Wood Hill Prison Library and the School’s Library Service;

1.3. Excluded Functions / Services

- 1.3.1. The Frontline staffing of libraries and the general maintenance of library buildings will sit with each unitary. This includes Area Managers, Library Managers, Customer Advisors and Weekend Assistants.

1.4. Statutory Requirements

- 1.4.1. The Statutory duty to deliver a library service is the responsibility of a senior officer in each Authority regardless of who provides the service.

1.5. Details of Function / Service Providers

- 1.5.1. All support and management services associated with running the library service will be provided to both authorities from WNC.

2. OUTSOURCING**2.1. Supplier Contracts**

- 2.1.1. The Service accesses a number of systems and resources from other suppliers such as the Library Management System and E-lending platforms.

2.2. Other Arrangements for Service Provision

- 2.2.1. Service Level Agreements are in place with a number of external bodies and with community organisations who provide the staffing and buildings to run community managed libraries.
- 2.2.2. An MOU is in place with the British Library to deliver the Northamptonshire Business and IP Centre.
- 2.2.3. There are contracts associated with all of the traded services.

3. STAFFING

3.1. Total Staff for Service Provision

- 3.1.1 The Library service in total consists of 165 headcount and 125.48 FTE and 39.78 of these are in the hosted service.
- 3.1.2 The support and traded services accounts for 45 head count and 39.78 FTEs. Currently all staff are permanent except for 1 agency staff in the hosted service.

3.2. Receiving Authority Employed Staff Continuing to Deliver Service

- 3.2.1. 52 headcount 37.83 FTE will be employed by the receiving council (North) delivering frontline services from library buildings in the North.

4. ASSETS / PREMISES

4.1. Locations of Premises from which the Services will be Provided

- 4.1.1. Up to 35 library buildings countywide including those that are Community Managed as well as Booth Meadow House.

4.2. Receiving Authority Assets to be Retained by Receiving Authority

- 4.2.1. Booth Meadow House. Storage for resources for all libraries countywide and deliveries are managed from this building (which belongs to the WNC).

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

- 5.1. The Service provides an annual return to CIPFA. DCMS regularly contact the Service for updates regarding CMLs; these will now need to be split by authority and 2 separate returns.

5.2. KPIs

- 5.2.1 There are KPIs associated with each of the traded services.

6. FEES / CHARGES

6.1. Fees / Charges for Public / Third Party Use of Service

- 6.1.1. Late return charges, hire fees and request charges amongst others associated with the LMS.

7. ADDITIONAL INFORMATION

- 7.1. If the support services are disaggregated in the future, there will be the requirement for an additional warehouse/depot facility from which library deliveries are co-ordinated and back office staff are based. Currently all support services are based at Booth Meadow House in a shared building with the School's Library Service.

8. IT & INFORMATION GOVERNANCE

8.1. Service IT Systems

- 8.1.1. Standard Council IT systems i.e. NCloud, Microsoft Office, Outlook, ERP.

8.1.2. Library Systems: Library Management System, Public Wi-Fi, Public Network Computers, Hublets, Self Service System.

9. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Libraries support (incl. traded services) (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	To provide a public library service in line with the with Public Libraries and Museums Act 1964
Duration of the processing	Unknown – up to 12 months
Nature and purposes of the processing	<p>Personal data is being processed for the following:</p> <ul style="list-style-type: none"> • Provision of the relevant type of library card for the items borrowed e.g. pre-school child, child aged 5 to 17 years, adult • record the items that users borrow, when they are due for return and to log any charges incurred • contact users about borrowed items if they are due for return or overdue • contact users about items you have reserved • allow and record user access to the library’s public computers and WiFi • allow and record access to our e-Resources and online catalogue • contact you to let you know about any closures or changes to library services • contact you to let you know about library service surveys • Assess eligibility for reduced charges and concessions
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, address, phone number, email address and DoB, proof of entitlement to specific welfare benefits, may reveal health or social care data.
Categories of Data Individual (e.g., staff, client)	Members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.

Libraries support (incl. traded services) (Hosted)	
Description	Details
	On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,g processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>DPA 2018 – Sched 1 Part 2:</p> <p>Para 6: <i>Statutory etc and government purposes</i></p> <p>Para 8: <i>Equality of opportunity or treatment</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Corporate
FUNCTION / SERVICES	Services to Schools & Academies - HR Advisory & Policy
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1. Statutory Functions / Services

- 1.1.1. The Services to Schools & Academies - HR Advisory & Policy (the “Service”) is a non-statutory traded service that provides technical expertise, advice, and intelligent challenge and influence, working in partnership with Head Teachers, Senior Leadership Teams and Governors of schools and academies purchasing the service (on an annual basis).
- 1.1.2. The Service is responsible for providing a named lead that is available to meet regularly with the Senior Leadership Teams and Governing Bodies to support the identification and delivery of school/academy priorities, organisational change advice, initiatives and agreed outcomes. In addition, the Service;
- 1.1.1.1 strives to add strategic and operational value and deliver effective business-focused solutions, by advising on and managing risk to schools and academies, providing meaningful, pragmatic HR solutions and maintaining good employee relations;
- 1.1.1.2 provides expert employee relations advice in connection with the employee lifecycle within the school/academy, including performance, recruitment, absence management, discipline, grievance, hearings and appeals, etc.;
- 1.1.1.3 sends regular updates and newsletters, informing of changes to pay, policy, and terms and conditions;
- 1.1.1.4 provides online access to the Council’s suite of policies, toolkits, guidance and templates, covering the full range of HR issues. Crucially, these policies have been fully consulted on with the relevant trade unions;
- 1.1.1.5 delivers bespoke HR skills training in relation to investigations, absence management, etc. and employment law updates for an additional charge (preferential rates apply);
- 1.1.1.6 provides advice in relation to job evaluation using the Employers job evaluation scheme (HAY/the NJC scheme(as applicable)) and administers the scheme;
- 1.1.1.7 Utilises its operational experience and professional intelligence to inform schools/academies on policy development and review;
- 1.1.1.8 provides effective two-way communication channels to harness service feedback and continuous improvement.

1.2 Statutory Requirements

1.2.1 The HR Advisory and Policy Service team are members of the Chartered Institute of Personnel and Development (CIPD) – the professional body for HR and Development. As well as adhering to the CIPD Code of Conduct, all members must demonstrate that they have the technical knowledge, skills and behaviours outlined in the CIPD body of knowledge, the Profession Map.

2 STAFFING

2.1 Total Staff for Service Provision

HR Business Partner	0.62 FTE
Assistant HR Business Partner	1.00 FTE
Assistant HR Business Partner	1.00 FTE

3 ASSETS / PREMISES

3.1 Locations of Premises from which the Services will be Provided

3.1.1 The Service Team provide support by telephone, email and attend on site meetings as required.

4 REPORTING, MONITORING AND REGULATORY COMPLIANCE

4.1 Service Reporting and Monitoring Requirements to be agreed between the Parties

5 FEES / CHARGES

5.1 The Service charges are reflected in the relevant SLAs and contracts that the Service enters into with a range of third parties.

6 IT & INFORMATION GOVERNANCE

6.1 All personal information will be managed in accordance with the UK General Data Protection Regulations, Data Protection Act 2018 and within the general terms of the Inter Authority Agreement between WNC and NNC.

7 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

HR Advisory – Traded Services (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	The HR Advisory and Policy Service is a traded service that provides technical expertise, advice, and intelligent challenge and influence, working in partnership with Head Teachers, Senior Leadership Teams and Governors.

HR Advisory – Traded Services (Hosted)	
Description	Details
Duration of the processing	currently up to 12 months
Nature and purposes of the processing	Personal data will be processed to facilitate the advice and training provided by the Service.
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, position
Categories of Data Individual (e.g., staff, client)	School staff – Head Teachers, Senior Leadership Teams and Governors.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	UK GDPR Art 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;

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Corporate
FUNCTION / SERVICE	Lord Lieutenancy Support
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1 Statutory Functions / Service**

- 1.1.1 The Northamptonshire Lieutenancy is the link between the monarchy and the County of Northamptonshire and;
- represents and upholds the dignity of the Crown;
 - arranges royal visits to the county;
 - helps to promote Northamptonshire communities, culture, services, heritage, business and charitable success while drawing attention to those addressing challenges and problems.
 - supports the Armed Services and, in particular, the reserve forces and cadets.
- 1.1.2 The lieutenancy is led by the Lord Lieutenant, Mr James Saunders Watson (Her Majesty’s representative in the county), who is appointed on the advice of the Prime Minister. The role is non-political and unpaid.
- 1.1.3 The lieutenancy is supported by the Vice Lord-Lieutenant, Mr James Lowther, VLL., and a team of Deputy Lieutenants, appointed for their work in the county and across a number of different fields.
- 1.1.4 The Clerk to the Lieutenancy shall be the Chief Executive of West Northamptonshire Council.
- 1.1.5 The detailed work associated with the Lieutenancy is undertaken by the Deputy Clerk, who is an Officer of WNC and shall support the function.
- 1.1.6 The provision of administrative support for HM Lord-Lieutenant of Northamptonshire will be discharged by WNC, on behalf of NNC, from 01 April 2021.
- 1.1.7 The Lieutenancy Office will be based in One Angel Square, Angel Street, Northampton, NN1 1ED.

8 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Lord Lieutenant Support (Lead)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	HM the Queen appoints a Lord Lieutenant for each county on the advice of the Prime Minister, who consults widely in the county concerned. The Lord Lieutenant of Northamptonshire is Her Majesty's representative within the county and is not a political figure.
Duration of the processing	Unknown – up to 12 months
Nature and purposes of the processing	<p>Personal data will be processed for the following duties:</p> <ul style="list-style-type: none"> • being responsible for the arrangements for all Royal visits in the County, attending each visit and escorting the Royal visitor during the visit • preparing the guest list for Royal events • advising on submissions for Honours Nominations • presenting awards such as OBEs, MBEs and BEMs, Queen's Awards for Enterprise and the Queen's Award for Voluntary Service • Respond to enquiries on the web site
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, address, email, Tel No
Categories of Data Individual (e.g., staff, client)	Members of the public, VIPs
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	<p>UK GDPR Art 6,1(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;</p> <p>UK GDPR Art 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;</p>

Lord Lieutenant Support (Lead)	
Description	Details
	UK GDPR Art 6,1(f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Corporate Services
FUNCTION	IT, Digital & Technology
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICE

- 1.1. The IT, Digital & Technology Service (The “Service”) is a series services that deliver hardware, software, systems, specialist expertise and support to end users (staff).
- 1.2. As part of this agreement, WNC will provide the Service to NNC staff (as nominated by NNC):
 - 1.2.1. Helpdesk (first line, second line, third line) including fault resolution, service requests, problem management and change management for services provided to NNC;
 - 1.2.2. Business application management and support for agreed shared applications, including not limited to ERP and e-recruitment, including patching, upgrades, systems admin, security monitoring, emergency maintenance (including out of hours), new user administration (including starters/leavers), and replacement where appropriate. These will be provided in accordance with statutory, regulatory and service level requirements by WNC for NNC;
 - 1.2.3. Implementation of secure and timely processing/ processes for starters, leavers, movers of roles in NNC, where system access and data is held by WNC;
 - 1.2.4. Management and provision of existing and future mobile devices include asset management, MDM software, connectivity and integrations with remote working systems;
 - 1.2.5. Management and provision of personal computing hardware (whether in laptop, desktop or other form factors) including installation, deployment, asset management, key software installation and management, patches and appropriate security;
- 1.3. In addition, WNC will provide the following range of ICT services for NNC where required:
 - 1.3.1. Provision, maintenance and support of network infrastructure that is within sites owned or commissioned by WNC including but not limited to cabling, switches, routers, firewalls, ISPs, fiber, 4G/5G;
 - 1.3.2. Support to server room environments that are hosted and supported by WNC including remote monitoring, 24/7 response, fire suppression management and maintenance, UPS and backup generator maintenance and testing, server maintenance, patching, support, repairs, replacement, and maintaining stock of vital spares (e.g. HDD, RAID controller boards, etc.);
 - 1.3.3. Programming / development capabilities and support e.g. Java (6) Database management, maintenance and implementation (including relational and non-relational databases), that are hosted and supported by WNC;
 - 1.3.4. Server and platform infrastructure, that is implemented and supported by WNC engineers, including VMware Microsoft 365, Microsoft Hyper V and Microsoft Server environments and Oracle Database and legacy CRM,

- 1.3.5. Cyber security, PSI, PCN, CoCo, password security and management, any other security, statutory capabilities such as audits, updates and support that is currently undertaken by WNC and supported by its engineers, as well as payment card readers connected to bespoke legacy systems
 - 1.3.6. Processing of data related to business functions such as payment, resident, social care or housing conducted by NNC and on its behalf;
 - 1.3.7. Data backups with appropriate encryption and industry-standard security measures;
 - 1.3.8. Renewal of leased lines and MPLS connections or replacement with equivalent services, where currently under contract with WNC at the time of unitary formation;
 - 1.3.9. Maintenance and support of the phone system, handsets and IP connectivity and SIP trunks (and any other phone technology in situ, where currently under contract with WNC at the time of unitary formation);
 - 1.3.10. MFD provision and network support including print management software, where currently under contract with WNC at the time of unitary formation;
 - 1.3.11. Digital services including reporting (SQL etc.), batch file script creation and transfers, system integrations, data matching and integrity services
 - 1.3.12. Special ICT projects such as office moves, where applicable to users, services, systems or equipment supported by WNC under this agreement;
 - 1.3.13. Reporting on the various systems and services above to be provided to NNC, including regular reporting on service levels;
 - 1.3.14. Incident management and business continuity services such as: out of hours support, system continuity planning and emergency response for NNC services;
 - 1.3.15. Digital development services related to the creation and maintenance of software, notably NNC websites and systems delivered via the web, where agreed.
- 1.4. Any and all changes to this service provision or configuration of the scope will need to go through approval process by both WNC and NNC Chief Information Officers ("The CIOs").

2. OUTSOURCING

2.1. External Providers

- 2.1.1. WNC manages contracts from several external providers and will continue to manage these contracts to best results in terms of functionality, output and costs, where these are required to deliver the services above.
- 2.1.2. WNC will from time to time seek to replace external providers on the basis of improved functionality, cost or output. Any change of provider that fundamentally changes or negatively impacts service provision or levels will need to go through approval process by The CIOs.

3. STAFFING

- 3.1. The WNC IT, Digital & Technology team comprises of approximately 170 staff covering a variety of roles within the IT and digital disciplines.
- 3.2. **Receiving Authority Employed Staff Continuing to Deliver Service**
 - 3.2.1. None.

4. LENGTH OF AGREEMENT

- 4.1. This agreement will be ongoing until terminated by either party, giving not less than 18 months' notice for the full termination of the agreement.
- 4.2. Individual services in scope can be terminated by mutual agreement, giving not less than 3 months.

4.3. This agreement must be reviewed at least once per calendar year

5. ASSETS / PREMISES

5.1. Locations of Premises from which the Services will be Provided

- 5.1.1. Various Council locations across Northamptonshire to include (but not limited to) council offices, libraries, crematoria, sheltered housing schemes, schools, neighbourhood housing offices, area and council-owned business premises.
- 5.1.2. All hardware, data, applications, infrastructure, services and software purchased by NNC or its sole predecessor authorities (Corby Borough Council, Kettering Borough Council, East Northamptonshire & Borough Council of Wellingborough) will remain assets of NNC.
- 5.1.3. All hardware, data, applications, infrastructure, services and software purchased by WNC for its exclusive use, or by its sole predecessor authorities (Daventry District Council, Northampton Borough Council, South Northants Council) will remain assets of WNC.

6. REPORTING, MONITORING AND REGULATORY COMPLIANCE

6.1. There are no regulators or compliance specifically required in connection with this service.

7. ADDITIONAL INFORMATION

7.1. Any budget overruns on services will be treated as following:

- 7.1.1. Costs expended solely on behalf of either council to be charged to that council.
- 7.1.2. Costs expended jointly on behalf of both councils to be apportioned to each council based on the respective head count of individuals receiving the service.

7.2. Any services designed for the use of both councils will constitute shared intellectual property and may be used by either party without limitation in the event of service disaggregation.

8. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

IT Strategy & Architecture (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	The provision of strategic IT services pertaining to business IT deliverables and high-level designs, as well as the development of IT strategies and forward plan for the IT capital programme.
Duration of the processing	Unknown – currently up to 12 months
Nature and purposes of the processing	1a. statutory services / functions No statutory functions 1b. additional / other services

IT Strategy & Architecture (Hosted)	
Description	Details
	<p>Strategic IT services. To develop IT strategies and forward plan for IT capital programme. Strategies will link to the business IT deliverables and develop the high-level designs.</p> <p>1c. any excluded services</p> <p>None</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	Microsoft Office and application portfolio management.
Categories of Data Individual (e.g., staff, client)	Members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that Comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the council's retention schedule.</p>
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,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> <p>DPA 2018 – Sched 1 Part 2:</p> <p>Para</p>

IT Operations: Infrastructure and Service Delivery (Lead)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	The hosting of relationship management services and provision of ICT performance reports.
Duration of the processing	Unknown – currently up to 12 months
Nature and purposes of the processing	Personal data of council staff, temporary staff and councillors who use the network and the entire range of ICT services including; (1) Helpdesk (first line, second line, third line); (2) Maintenance of network infrastructure including cabling, switches, routers, firewalls, ISP's, Fibre, 4G/5G (3) Complete Support to Server Room Environments include remote monitoring (4) Business application's support including patching, upgrades (5) Payment card Readers and MID management
Type of Personal Data being Processed (e.g., Name, dob, address)	The LGR ICT Programme team have collected this data - VJ has been provided with it.
Categories of Data Individual (e.g., staff, client)	Users of the Council's IT systems and networks e.g. Council staff, temporary staff and councillors, school staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	UK GDPR Art 6,1 (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Corporate
FUNCTION / SERVICE	Economic Development - Digital infrastructure
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1 Statutory Functions / Services**

1.1.1 Digital Infrastructure (the “Service”) is a function provided by the Economic Development Team across Northamptonshire. The Service includes multiple projects. The type of projects will vary, but involve:

- a. Contracts for the provision of digital infrastructure
- b. Collaborations with operators, businesses, and other bodies, including service providers, with a digital, technology or related focus
- c. Technical or feasibility work on pilot projects, including trials
- d. Applications for funding
- e. Commissioning works or services
- f. Monitoring and evaluation activities

1.2 Service Description

1.2.1 Digital Infrastructure aims to do the following;

- a. Develop a digital connectivity plan for maximising gigabit capable and full-fibre coverage to enable sufficient capacity is available to keep up with demand and the introduction of new technologies, applications and services
- b. Stimulate commercial investment from telecommunication suppliers in Northamptonshire
- c. Work with Building Digital UK (BDUK), to identify, develop and implement measures to address market failure in the provision of digital infrastructure
- d. Develop business cases to secure public investment in areas of market failure
- e. Manage relevant contracts with telecommunications suppliers and third-party providers
- f. Optimise related Investment Fund returns and manage reinvestment in additional leverage and coverage
- g. Identify and implement measures to enable local business, communities and residents to benefit from enhanced connectivity, including promoting awareness of availability and benefits
- h. Foster an innovation culture and the growth of the digital sector in the area
- i. Increase collaborative activity within the area, and with outside bodies, to secure further investment in digital infrastructure, technology and related applications and services
- j. Help to deliver improved health and well-being outcomes
- k. Support Net-Zero carbon ambitions

2. OUTSOURCING

2.1 External Providers

- a. Openreach - Delivery of BDUK Superfast Broadband Contracts
- b. Gigaclear Networks - Delivery of BDUK Superfast Broadband Contracts
- c. Farrpoint - Technical and Consultancy Services
- d. University of Northampton
- e. BDUK - Government funding body and national lead on some delivery initiatives
- f. Rural Payments Agency – Government funding body and provider of grant funding for the Rural Broadband Infrastructure programme
- g. Commercial telecommunication providers (various, including existing and new)
- h. LGA – grant funding body for ‘Planning for Fibre’ digital connectivity improvement project
- i. Other potential partners, including funding bodies, businesses, operators and service providers, local community groups, education and skills bodies (including both further and higher education) and other organisation

3. STAFFING

3.1 Total Staff for Service Provision

- 3.1.1 Total staff count: eight, although specific may projects may involve additional staff

4 ASSETS / PREMISES

4.1 Locations of Premises from which the Services will be Provided

TBC

5 REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

- 5.1.1 Progress and budget monitoring reports in accordance with grant agreements and for local governance purposes.

5.2 Key Performance Indicators (KPI)

- 5.2.1 Targets for the delivery of superfast, full fibre and gigabit capable broadband have been set. All Local targets are countywide. Reporting to BDUK and locally.
- 5.2.2 Current national KPI target of 85% gigabit coverage by 2025.
- 5.2.3 Contractual reports in accordance with contract terms and grant agreements.
- 5.2.4 Individual projects are likely to include specific KPIs.

5.3 Regulatory Compliance

- 5.3.1 Compliance with the national broadband regulatory scheme for the UK which governs public investment in broadband networks.
- 5.3.2 Compliance with relevant procurement processes and project guidelines.
- 5.3.3 Compliance with EU funding, HM Government and other grant agreement obligations

6. IT & INFORMATION GOVERNANCE

6.1 Service IT Systems

- 6.1.1 Externally hosted portal www.superfastnorthamptonshire.net with interactive ‘where and when’ map functionality

7. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

IT Operations: Infrastructure and Service Delivery (Lead)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	The hosting of relationship management services and provision of ICT performance reports.
Duration of the processing	Unknown – currently up to 12 months
Nature and purposes of the processing	<p>Personal data of council staff, temporary staff and councillors who use the network and the entire range of ICT services including;</p> <p>(1) Helpdesk (first line, second line, third line);</p> <p>(2) Maintenance of network infrastructure including cabling, switches, routers, firewalls, ISP's, Fibre, 4G/5G</p> <p>(3) Complete Support to Server Room Environments include remote monitoring</p> <p>(4) Business application's support including patching, upgrades</p> <p>(5) Payment card Readers and MID management</p>
Type of Personal Data being Processed (e.g., Name, dob, address)	The LGR ICT Programme team have collected this data - VJ has been provided with it.
Categories of Data Individual (e.g., staff, client)	Users of the Council's IT systems and networks e.g. Council staff, temporary staff and councillors, school staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	UK GDPR Art 6,1 (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

PLACE & ECONOMY SCHEDULES

SCHEDULE 2 E1- E9

HIGHWAYS AND TRANSPORT

Definitions

The Annual Business Plan	means the plan developed by the Contractor (Kier WSP) each year and agreed by the commissioner, setting out the works to be delivered, within the agreed budget.
Code of Practice	means the Code of Practice for the design of road lighting.
Contractor	means the contractor providing certain Highways and Transport services for WNC.
Contract	means the contract in place for the purpose of operating certain Highways and Transport services.
Relevant Authority	means either WNC or NNC, to be construed in accordance with the context.
S16 Agreement	means the s16 agreement agreed between NNC and WNC, which will set out the assets and properties and the arrangements upon expiry of the Hosted Service Delivery.
Scheme of Delegation	means the scheme of delegation in the Relevant Authority's constitution and includes any supplementary documents.
Street lighting Contractor	means the third Party supplier, delivering Street lighting services under the PFI contract
PFI Contract	means the street lighting PFI contract with Connect Roads Northamptonshire Ltd relating to the provision and maintenance of street lighting and illuminated traffic signage pursuant to the Government's Private Finance Initiative including all related contractual documents.

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Highways Services Contract Management
FUNCTIONS	Incorporates Rights of Way, Road Safety, Highway Maintenance, Winter Service Works (as more particularly described in NNC's Scheme of Delegation)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council ("WNC")
RECEIVING AUTHORITY	North Northamptonshire Council ("NNC")

1. FUNCTION AND SCOPE OF SERVICES**1.1 Statutory Function**

1.1.1 This Schedule sets out those Functions that shall be discharged by WNC on behalf of NNC, pursuant to the NNC's Scheme of Delegation. Where relevant, excluded Functions are listed below. WNC shall discharge the Functions pursuant to the Highways Act 1980 and will thereby be under a duty:

1.1.1.1 to maintain all highways classed as being maintainable at public expense that fall within their area of control;

1.1.1.2 to maintain records of all highways maintainable at public expense within their area of control; and

1.1.1.3 to regulate the activities of developers in relation to their highways.

1.2 Service Scope and Description

1.2.1 WNC shall be responsible for the contract management and service delivery under the Contract which shall deliver services as required by the delegated Functions.

1.2.2 The Service will be provided for both NNC and WNC pursuant to the relevant policies agreed at the commencement of this arrangement.

1.2.3 The Contractor shall provide the following services for NNC and WNC:

1.2.3.1 Reactive Maintenance;

1.2.3.2 Planned Maintenance;

1.2.3.3 Capital Programme Maintenance;

1.2.3.4 Capital Scheme Delivery;

1.2.3.5 Capital Scheme Design;

1.2.3.6 Asset Management;

1.2.3.7 Responding to correspondence;

1.2.3.8 Severe Weather Services;

1.2.3.9 Incident response;

1.2.3.10 Management activity; and

1.2.3.11 Highway Inspections.

1.3 Contract Management Arrangements

1.3.1 Board Meetings

- 1.3.1.1 Contractual Board meetings (Highways Board and Management Board): a representative from NNC will be invited to attend these meetings however will not have voting rights as assigned by the Contract.
- 1.3.1.2 Non-contractual Board meetings (Strategic Highways Contract Board): In addition to the existing invitees, 2 relevant Portfolio holders and the Director of Place or their nominated deputy from NNC will be invited to attend these meetings.

1.3.2 Flow of Instructions

- 1.3.2.1 Any instructions to the Contractor should be given by an officer employed by WNC unless otherwise agreed in advance for specific instructions / projects.
- 1.3.2.2 WNC will ensure that the Contractor deals with all proposed for works for NNC and WNC with equal importance.

1.3.3 Complaints & Enquiries

- 1.3.3.1 Any general complaints from members of the public regarding Contractor performance will be sent via email to a central mailbox and managed and responded to by WNC on behalf of NNC.
- 1.3.3.2 Responses to any enquiries from elected members and MPs will be drafted by WNC in consultation with NNC.
- 1.3.3.3 FOIs and any other enquiries will be managed by WNC in consultation with NNC, and pursuant to the terms in the IAA.

1.3.4 Commitment to existing contractual arrangements

- 1.3.4.1 Any proposed changes to the Contract should be discussed between WNC and NNC.
- 1.3.4.2 Neither WNC or NNC will take a decision that undermines an existing Contract by making the contractual commitment either unviable or leaving the Relevant Authority with a disproportionate share of costs.

2 STAFFING

2.1 Staff Allocation

- 2.1.1 Staff costs will be recharged on the same principles as the disaggregation as set out in the Service Plans to be agreed between the Parties.
- 2.1.2 The Relevant Authority will not make changes to service provisions or the staffing establishment without the agreement of the other.
- 2.1.3 The Parties agree that staff and management will commit to a 'business as usual' approach in the delivery of the Services.

3 ASSETS AND PREMISES

3.1 General Principle

- 3.1.1 Vehicle and equipment previously owned by NCC and used by the Contractor for the provision of the service during the Hosted Period will be split equally at the end of Hosted Period, or as otherwise agreed between the Councils.

4 FINANCE

4.1 Budget

4.1.1 Detailed budgets and financial information will be set out in the Service Plan agreed between the NNC and WNC and Annual Business Plan developed by the Contractor and approved by the Contract Manager

4.2 Consideration of Savings

4.2.1 There is a duty on WNC and NNC to work together to secure efficiencies in the provision of these services, in line with the duty of best value.

4.2.2 If either WNC or NNC are considering options for in-year savings (during the term of this arrangement), it is agreed neither Party will consider options that negatively impact on the other, without prior agreement.

4.2.3 Any changes to the Services or where relevant, variations to supplier contract that affect WNC and NNC will only be implemented with the agreement of both Parties.

5 REPORTING AND MONITORING

5.1 Key Performance Indicators (KPIs)

5.1.1 This schedule does not alter or attempt to alter any KPI reporting requirements under the Contract; and

5.1.2 KPI reporting required from the Contractor under the Contract will be divided to show Services delivered for each Authority based on geography.

5.1.3 Detailed local reporting requirements will be agreed between the Parties.

5.2 Audit of Works

5.2.1 The Contractor will carry out any works under the Contract to the standard required by the Contract; and

5.2.2 WNC will audit the works completed by the Contractor and the geography of those audits will be divided between WNC and NNC equitably.

5.3 Approvals

5.3.1 All matters concerning strategy or policy or funding will go through the Relevant Authority's approval process if associated with that Authority or where both Authorities or the delivery of the Functions and Services is affected, the matter will be escalated as set out in the IAA or in accordance with each Council's Constitutions and Scheme of Delegation.

5.3.2 Decisions regarding day to day operations will be handled by WNC and will not ordinarily require the approval of NNC, save for key decisions, or where NNC expressly request involvement. key decisions, requiring joint approvals, are to be agreed between the Parties.

6 ADDITIONAL INFORMATION

6.1 General Principles

6.1.1 NNC can rely on any contractual obligations WNC has with the Contractor, in that:

6.1.1.1 WNC shall manage the Contract on behalf of NNC, NNC and shall (at NNC's cost) do all such acts and things as NNC may reasonably require to enable due performance of the Contract and to provide for NNC the benefits of the Contract (including enforcement of any right of WNC against the Contractor arising out of its termination by the Contractor or otherwise); and

6.1.1.2 NNC shall give all such assistance as WNC may reasonably require to enable WNC to enforce its rights under the Contract, including, providing access to all relevant books, documents and other information in relation to the Contract as WNC may reasonably require from time to time. In the event that there are financial considerations and costs, the Parties agree to co-operate and where

relevant, escalate key decisions in accordance with clause 4 of the IAA, (Governance and Scrutiny).

7 INFORMATION GOVERNANCE

7.1 Personal data will be processed by the Provider Authority on behalf of the Receiver Authority.

8 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Highways Contract Management- Rights of way (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	The management and monitoring applications process for licensing regulatory works within the highway. Address issues relating to a breach of regulations within the Highways Act, Traffic Management Act or New Roads and Street Works Act which could adversely affect the use of the highway by pedestrians/vehicle users.
Duration of the processing	Up to 12 months
Nature and purposes of the processing	Personal data is processed to Respond to vehicle access requests from members of public
Type of Personal Data being Processed (e.g. Name, dob, address)	Name, address, tel no., email address
Categories of Data Individual (e.g. staff, client)	Members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule
Lawful basis	UK GDPR Art 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

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place – Highways and Transport
FUNCTION	Children’s & Adults Transport Services (as more particularly described in NNC’s Scheme of Delegation)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICES

1. Statutory Function

- 1.1.1 This Schedule sets out those Functions that shall be discharged by WNC on behalf of NNC, pursuant to NNC’s Scheme of Delegation.
- 1.1.2 Services shall be delivered in accordance with the statutory provisions set out in the Education Act 1996, pertaining to the statutory duty to provide free school transport to eligible children.

2. Service Scope

- 1.2.1 WNC shall be responsible for the service delivery and contract management of all suppliers providing transport for adults and children with special needs, on behalf of NNC.
- 1.2.2 The service manages the transport of approximately 12,000 clients travelling to and from school or college every day during term time, as well as social care clients travelling to care centres and other destinations every day throughout the year. The demand for transport can vary and this is delivered in two ways, either via an ‘in-house fleet’ of specialist vehicles or utilising the external private hire market.
- 1.2.3 The service engages a wide range of Northamptonshire citizens, many of which are the most vulnerable within the community hence why it is so important that we deliver consistent and reliable services as well as ensuring good communication at all time.
- 1.2.4 The service is continually reviewing the way in which transport is delivered and procured to maximise efficiency and deliver quality services both independently and in partnership with other organisations.
- 1.2.5 Resilience and collaborative working are essential to the delivery of the transport service. This includes partnership working with Education, Children’s Trust, NHS, Safeguarding, schools and colleges as well as working regionally with other authorities to ensure consistency of service and best practice.

3. Service Description

WNC will provide the following services on behalf of NNC:

- 1.3.1 Manage requests and assessing eligibility for transport in accordance with legislation and NNC and WNC’s Home to School Transport Policy.
- 1.3.2 Plan, specify and arrange transport in accordance with the Council’s home to school transport policy, and other guidance associated with social care and health journeys.
- 1.3.3 Ensure that transport meets the needs of all clients and that the transport provided meets all legal and safeguarding requirements.
- 1.3.4 Ensure that all transport is efficient and provides best value to the council and its customers.

1.3.5 Support and inform current and future policy development.

4. Policies

1.4.1 The Service will be provided for both NNC and WNC pursuant to the relevant policies agreed at the commencement of this arrangement.

1.4.2 Any policy changes made based on Ombudsman's advice will be subject to the relevant policy officer approval.

5. Quasi-Judicial Function

1.5.1 Appeals of Relevant Authority decisions regarding Children's Transport will be dealt with by the Relevant Authority in which the child's residential address is located;

1.5.2 WNC shall discharge the management of this Function on behalf of NNC. WNC shall prepare the necessary paperwork and case files for appeal meetings and provide expert advice/ witness. NNC will provide the secretariat functions for (NNC) appeals.

2 STAFFING

1. Staff Allocation

2.1.1 Staff costs will be recharged on the same principles as the disaggregation as set out in the Service Plans to be agreed between the Parties.

2.1.2 The Relevant Authority will not make changes to service provisions or the staffing establishment without the agreement of the other.

2.1.3 The Parties agree that staff and management will commit to a 'business as usual' approach in the delivery of the Services.

3 FINANCE

1. Budget

2. Detailed budgets and financial information will be set out in the Service Plan. Internal re-charge and Income

3.2.1 The cost of the service shall be paid for by the Relevant Authority in which the child's residential address is located and shall be re-charged by WNC to NNC accordingly; and

3.2.2 Any income generated by the service will be paid to WNC but reimbursed to the Relevant Authority in which the child's residential address is located.

3. Consideration of Savings

3.3.1 There is a duty on WNC and NNC to work together to secure efficiencies in the provision of these services, in line with the duty of best value.

3.3.2 If either WNC or NNC are considering options for in-year savings during the Host period, it is agreed neither WNC or NNC will consider options that negatively impact on the other, without prior agreement between the Parties.

3.3.3 Any changes to services or variations to the supplier contracts that affect WNC and NNC will only be implemented with the agreement of both Parties.

4 REPORTING AND MONITORING

1. Key Performance Indicators (KPIs)

4.1.1 Reporting will be provided informally and on an ad hoc basis regarding response times from when a parent emails the central mailbox to any final action taken, be that a child being given a place on a bus or a parent appealing a Relevant Authority decision.

4.1.2 Detailed local reporting requirements will be agreed between the Parties.

2. Board Meetings

4.2.1 Representatives from WNC and NNC will meet regularly and as necessary to discuss this hosted service.

3. Approvals

4.3.1 All matters concerning strategy or policy or funding will go through the Relevant Authority's approval process if associated with that Authority.

4.3.2 Decisions regarding day to day operations will be managed by WNC and will not ordinarily require the approval of NNC.

5 INFORMATION GOVERNANCE

1. The following personal data will be shared and processed by the Host Authority on behalf of the Receiving Authority

5.1.1 Name of client;

5.1.2 Date of birth of client;

5.1.3 Name of parents/guardians/carers;

5.1.4 Address;

5.1.5 Contact details including phone numbers and email addresses;

5.1.6 Previous contact information and related correspondence (incoming and outgoing) relating to all aspects of the service;

5.1.7 Proof of low income;

5.1.8 Payment information;

5.1.9 Evidence of eligibility (such as EHCP details, medical information);

5.1.10 Individual risk assessments;

5.1.11 Details of disabilities and specific needs of individuals; and

5.1.12 School/College attendance records.

6 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Transport (Home to school) – (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	As inserted by Part 6 of the Education and Inspections Act, all local authorities have a statutory requirement to provide home to school travel for individuals who meet the qualifying criteria.
Duration of the processing	<i>Up to 12 Months</i>

Transport (Home to school) – (Hosted)	
Description	Details
Nature and purposes of the processing	<p>Personal data will be processed for the administration of all aspects relating to this service or function including:</p> <ul style="list-style-type: none"> • Process applications for transport • For the administration of Appeals concerning eligibility decisions • To raise invoices and process payments for post 16 and non-entitled transport • Investigate complaints received in relation to the service • To determine the type of transport needed concerning an individual's needs • For the printing of bus passes
Type of Personal Data being Processed (e.g. Name, dob, address)	Name of client, DOB of client, Name of parents/guardians/carers, Address, Contact details including phone numbers and email addresses, Proof of low income, Payment information, Evidence of eligibility (such as EHCP details, medical information), Individual risk assessments, Details of disabilities and specific needs of individuals, School/College attendance records.
Categories of Data Individual (e.g. staff, client)	Members of the public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule</p>
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2, (g) processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>DPA 2018 – Sched 1 Part 1: Para 6: <i>Statutory etc and government purposes</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Highways Projects
FUNCTION	Major Highways Projects Delivery
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICES**1.1. Statutory Function**

- 1.1.1. This Schedule sets out those Functions that shall be discharged by WNC on behalf of NNC, in accordance with the NNC’s Scheme of Delegation. WNC shall discharge the Functions, pursuant to the Highways Act 1980 and will be under a duty:
- a. to maintain all highways classed as being maintainable at public expense that fall within their area of control;
 - b. to maintain records of all highways maintainable at public expense within their area of control; and
 - c. to regulate the activities of developers in relation to their highways.

1.2. Service Scope and Description

- 1.2.1. WNC shall be responsible for the service delivery and contract management under the Contract which shall deliver services as required by the delegated Functions.
- 1.2.2. The Service will be provided for both NNC and WNC pursuant to the relevant policies agreed at the commencement of this arrangement.
- 1.2.3. Highways Projects provides project management or technical support to major highway schemes through the following major stages:
- a. Feasibility studies and preferred route selection;
 - b. Preliminary scheme design;
 - c. Support to funding bids;
 - d. Major Schemes Business Cases for submission to Department for Transport;
 - e. Preparation of Planning Application (including Environmental Assessment);
 - f. Support to land negotiations and purchase, preparation of Statutory Orders and Public Inquiry;
 - g. Procurement of construction contractors (usually on basis of Early Contractor Involvement);
 - h. Detailed Design;
 - i. Construction; and
 - j. Post-construction activity, settlement of claims (including Land Compensation Act).
- 1.2.4. This service provides project management of capital highways projects, noting the delivery of capital schemes is dependent on securing funding for the project.

- 1.2.5. Using an externally accredited process, the service issues work packages to service providers and contractors and monitors progress against key deliverables and dates. The service manages issues and risks on the Relevant Authority's behalf and takes direction from the project executive relevant for the specific project using End Stage and Exception reporting.

2. STAFFING

2.1. Staff Allocation

- 2.1.1. Staff time will be split based on the time required by each project, with NNC / WNC staff time being recharged to the respective NNC or WNC project.
- 2.1.2. The Relevant Authority will not make changes to service provisions or the staffing establishment without the agreement of the other.
- 2.1.3. Staff and management commit to a 'business as usual' approach in respect of Service delivery.

3. FINANCE

3.1. Budget

3.2. Detailed budgets and financial information will be set out in the Service Plan. Internal re-charge and Income

- 3.2.1. Any income generated by the service will be paid to WNC but reimbursed to the Relevant Authority in which the income was generated.
- 3.2.2. Any funding is expected to be specific for a project and therefore regardless of who receives the funding it will be allocated to the relevant project.

3.3. Consideration of Savings

- 3.3.1. There is a duty on WNC and NNC to work together to secure efficiencies in the provision of these services, in line with the duty of best value.
- 3.3.2. If either WNC or NNC are considering options for in-year savings (during the term of this arrangement), it is agreed neither WNC or NNC will consider options that negatively impact on the other, without their agreement.
- 3.3.3. Any changes to the services or where relevant, variations to any supplier contracts, that affect WNC and NNC will only be implemented with the agreement of both Parties.

4. REPORTING AND MONITORING

4.1. Board Meetings

- 4.1.1. Representatives from WNC and NNC will meet regularly and as necessary to discuss this hosted service. Note that separate meetings may be held specific for each project.

4.2. Approvals

- 4.2.1. All matters concerning strategy or policy or funding will go through the Relevant Authority's approval process if associated with that Authority.
- 4.2.2. Projects will be managed in line with project management principles with approvals secured from the project executive as appropriate.

5. INFORMATION GOVERNANCE

All personal information will be managed in accordance with the UK General Data Protection Regulations, Data Protection Act 2018 and within the general terms of the Inter Authority Agreement between WNC and NNC.

7 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Major HW Projects (CPDU)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	Project management or technical support to major highway schemes through the following major stages: <ul style="list-style-type: none"> • Feasibility studies and preferred route selection • Preliminary scheme design • Support to funding bids • Major Schemes Business Cases for submission to Department for Transport
Duration of the processing	<i>Up to 12 months</i>
Nature and purposes of the processing	In order to facilitate public consultations personal data will need to be collected.
Type of Personal Data being Processed (e.g. Name, dob, address)	Name, address, contact details – email, tel no.
Categories of Data Individual (e.g. staff, client)	Members of the public/residents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	UK GDPR Art 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

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place – Highways & Transport
FUNCTION	Network Management Incorporates Regulations / Enforcement, New Roads and Street Works Act (NRSWA) (Administration and Inspections), Investigations, Searches and Definitive Map, Technical Approval Authority and Coordination of Works on the Highway (as more particularly described in NNC’s Scheme of Delegation)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVER AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICES

1.1. Statutory Function

1.1.1. This Schedule sets out those Functions that shall be discharged by WNC on behalf of NNC, in accordance with the NNC’s Scheme of Delegation. WNC shall discharge the Functions, pursuant to the Highways Act 1980 and will be under a duty:

- a. to maintain all highways classed as being maintainable at public expense that fall within their area of control;
- b. to maintain records of all highways maintainable at public expense within their area of control; and
- c. to regulate the activities of developers in relation to their highways.

1.1.2. The following statutory functions are performed by WNC;

- a. Highways Act 1980;
- b. Traffic Management Act 2004;
- c. New Roads and Street Works Act 1991; and
- d. Permit Scheme Regulations 2007.

1.2. Service Scope and Description

1.2.1. WNC shall be responsible for the service delivery and contract management for relevant services delivered under the (Kier) Contract, which shall deliver services as required by the delegated Functions.

1.2.2. The Service will be provided for both NNC and WNC pursuant to the relevant policies agreed at the commencement of this arrangement.

1.2.3. Regulations / Enforcement manages permit applications and any associated variations. Identifies, monitors and manages the processing and invoicing for FPN’s and Section 74 over-run charges. As well as:

- a. Applies the relevant sections of the New Roads and Street Works Act and the Traffic Management Act to coordinate all works carried out within the highway and minimise disruption to the travelling public.
 - b. Ensures the Highway Authority meets its legal obligations as required.
 - c. Liaises with the NRSWA Inspection Team to deliver overall NRSWA services.
 - d. Ensures the highway authority fulfils its statutory duty to coordinate works
- 1.2.4. New Roads and Street Works Act (NRSWA) (Administration and Inspections) manages permit inspections accordance to the NRSWA Act 1991, to carry out 10% sample inspections on Categories A, B and C, making sure that reinstatements comply with the specification for reinstatement of highways and works are undertaken in accordance with the Red Book and that all complies with the NRSWA Act, Highways Act, Traffic Management Act and Highway Authority Permit Scheme. Issues FPN's and Section 74 over-run charges where necessary.
- a. Works closely with the NRSWA Coordinators, provide information to support the coordination of all works carried out within the highway and minimise disruption to the travelling public.
 - b. Ensures the Highway Authority meets its statutory and legal obligations as required and liaise closely with the NRSWA Inspection Co-ordination team and other teams to deliver an overall NRSWA service.
- 1.2.5. Investigations, Searches and Definitive Map are responsible for recording and maintaining various statutory highway networks including:
- a. Highway Register in accordance with the Section 36 (6) of the Highways Act 1980;
 - b. Northamptonshire's Local Street Gazetteer (LSG) in accordance with the New Roads and Street Works Act 1991 and British Standard 7666; and
 - c. The Definitive Map and Statement in accordance with the Wildlife and Countryside Act 1981.

1.3. Services

- 1.3.1. Regulations / Enforcement provides the following services:
- a. Permits (review, refusal, granting, advising of any changes required);
 - b. Considers early starts and extension requests;
 - c. Identifies, monitors and manages the processing and invoicing for FPN's Section 74 of the New Roads and Street Works Act in consultation with NRSWA Inspectors;
 - d. Compiles and produces the road works report;
 - e. Holds quarterly coordination meetings with the Contractor and Utility Companies;
 - f. Liaises with stakeholders as required; and
 - g. Provides performance data to Utility Companies.
- 1.3.2. New Roads and Street Works Act (NRSWA) (Administration and Inspections) provides the following services:
- a. Inspects a minimum of 10% sample inspection on Cat A, B and C inspections.
 - b. identifies any Section 81 and relate this to the Northamptonshire Highways Control Hub and NRSWA Co-ordinators whom will correspond with relevant Utility Companies.
 - c. Inspects Section 50 licences which are sent from our regulations department.
 - d. Inspects any defects and rectify these defects within the 2-3yr guarantee period.

- e. Making sure that extensions are justified.
 - f. Identifies any FPN's Section 74 of the New Roads and Street Works Act in consultation with the NRSWA Co-ordinators.
 - g. Holds quarterly Co-ordination meetings with Authorities own works contractor and Utility Companies.
 - h. Liaising with stakeholders as required.
- 1.3.3. Investigations, Searches and Definitive Map provides the following services:
- a. carrying out a Local Authority Highway Search on request in accordance with the Local Land Charges Act 1975 and the Rules of 1977.
 - b. Responding to enquiries from Solicitors, conveyancers, landowners and general public regarding the legal usage of the highway.
 - c. carrying out Extinguishment of the Highway in accordance with the Highways Act 1980 or the Town and Country Planning Act 1990.
 - d. Recording the public rights of way within the area and amend if necessary by investigating and determining an application for a Definitive Map Modification Order.
 - e. Creating, extinguishing and Diverting public footpaths, public bridleways and restricted byways.
 - f. Accepting, publicising and recording applications for highways statements and declarations under sections s31(6) HA 1980 and 15A (1) Commons Act 2006.
 - g. Applying Temporary Traffic Regulation Order to temporarily close or divert a road under section 14 of the Road Traffic Regulation Act 1984

2. STAFFING

2.1. Staff Allocation

- 2.1.1. Staff costs will be recharged on the same principles as the disaggregation as set out in the Service Plans to be agreed between the Parties.
- 2.1.2. The Relevant Authority will not make changes to service provisions or the staffing establishment without the prior agreement of the other.
- 2.1.3. The Parties agree that staff and management will commit to a 'business as usual' approach in the delivery of the Services.

3. FINANCE

3.1. Budget

- 3.1.1. NNC will reimburse WNC on the same basis as the budget was disaggregated, as set out in the Service Plans to be agreed between the Parties...
- 3.1.2. Detailed budgets and financial information will be set out in the Service Plan.

3.2. Internal re-charge and Income

- 3.2.1. Any income generated by the service will be paid to WNC but reimbursed to the Relevant Authority in which the income was generated.

3.3. Consideration of Savings

- 3.3.1. There is a duty on WNC and NNC to work together to secure efficiencies in the provision of these services, in line with the duty of best value.

- 3.3.2. If either WNC or NNC are considering options for in-year savings (during the term of this arrangement), it is agreed neither WNC or NNC will consider options that negatively impact on the other, without their agreement.
- 3.3.3. Any significant changes to the Services or where relevant, variations to supplier contracts that affect WNC and NNC will only be implemented with the agreement of both Parties.

4. REPORTING AND MONITORING

4.1. Key Performance Indicators (KPIs)

- 4.1.1. Reporting will be provided informally and on an agreed basis and may include the following:
 - a. *Regulations / Enforcement* - ensure that less than 1% of permit applications receive “Deemed” approval – except where system issues make this unavoidable; ensure that all Section 74 penalties are applied to works overstaying without correct approval; and issue regular invoices to Utility Companies without any undue delays.
 - b. *New Roads and Street Works Act (NRSWA) (Administration and Inspections)* - ensure that 10% of sample inspections are done monthly; ensure that all Section 74 are visited on a daily basis when in progress; and ensure that defects are rectified within the timescale set out in the NRSWA defect procedure.
 - c. *Investigations, Searches and Definitive Map* – to record and report on Local Authority Searches and Personal Searches turnaround times (those turned around within 24hrs, 48 hrs, 72hrs and over 72hrs).
 - d. Detailed local reporting requirements will be agreed between the Parties.

4.2. Board Meetings

4.3. Representatives from WNC and NNC will meet regularly and as necessary to discuss this hosted service Approvals

- 4.3.1. All matters concerning strategy, policy, funding, or a key decision will go through the Relevant Authority’s approval process if associated with that Authority.
- 4.3.2. Decisions regarding day to day operations will be handled by WNC and will not ordinarily require the approval of NNC.

5. INFORMATION GOVERNANCE

- 5.1.1. The following data will be shared and processed by WNC on behalf of NNC:
 - a. Finance data;
 - b. Data supplied by the Contractor;
 - c. Data provided to Utility Companies; and

List of Streets (Highway Register) and Definitive Map and Statement.

6. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Investigations, Searches and Definitive Map (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	The Investigation, Searches and Definitive Map Team are responsible for recording and maintaining various statutory highway networks including the: <ul style="list-style-type: none"> • Highway Register in accordance with the Section 36 (6) of the Highways Act 1980 • Northamptonshire's Local Street Gazetteer (LSG) in accordance with the New Roads and Street Works Act 1991 and British Standard 7666. • The Definitive Map and Statement in accordance with the Wildlife and Countryside Act 1981.
Duration of the processing	<i>Up to 12 months</i>
Nature and purposes of the processing	The team are required to carry out a Local Authority Highway Search on request in accordance with the Local Land Charges Act 1975 and the Rules of 1977. The team are also required to respond to enquiries from enquirers regarding the legal usage of the highway.
Type of Personal Data being Processed (e.g. Name, dob, address)	Name, address, tel no, email address
Categories of Data Individual (e.g. staff, client)	Solicitors, conveyancers, landowners and general public
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule
Lawful basis	UK GDPR Art 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

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Highways and Transport
FUNCTION	Community Liaison (as more particularly described in WNC's Scheme of Delegation)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council ("NNC")
RECEIVER AUTHORITY	West Northamptonshire Council ("WNC")

1. FUNCTION AND SCOPE OF SERVICES**1.1. Statutory Function**

- 1.1.1. This Schedule sets out those Functions that shall be discharged by NNC on behalf of WNC, pursuant to WNC's Scheme of Delegation. NNC shall discharge the Functions, pursuant to the relevant statutory provisions as set out in;
- a. The Highways Act 1980;
 - b. The Traffic Signs Regulations and General Directions 2016;
 - c. Road Traffic Regulation Act 1984;
 - d. Traffic Management Act 2004; and
 - e. Setting local speed limits (DfT Circ 01-2013).

1.2. Service Scope

- 1.2.1. NNC shall be responsible for the service delivery and contract management under the Contract which shall deliver services as required by the delegated Functions.
- 1.2.2. The Service will be provided for both NNC and WNC pursuant to the relevant policies agreed at the commencement of this arrangement.
- 1.2.3. Community Liaison is the first point of contact between the local community (including MPs, Councillors, Parish & Town Councils & Community Groups) and Northamptonshire Highways for highway & traffic related concerns/issues, aiming to build a strong working relationship between both Parties by:
- a. providing a breadth of advice and expertise on the services and policies and serve as a route into the service; and
 - b. being responsible for directing and informing programmes of work in the county, including allocation a budget to carry out improvements and works with partner agencies and third parties to secure funding for self-funded/joint-funded works.

1.3. Services Description

- 1.3.1. Site Visits / meetings with Parish Councils, members of the public, schools, community groups, Councillors etc. – to discuss and address any highways issues raised, these often result in a number of issues which require more in-depth exploration with other teams.
- 1.3.2. Represent the service at formal Parish, Town or Council meetings, often in the evenings.

- 1.3.3. Provide a highways presence at Forums, Residents Association Group meetings / events.
- 1.3.4. Attend Joint Action Groups (JAGs) – working with the Police, Fire, other Council areas e.g. NORSE, Community Safety etc. and Parish councils.
- 1.3.5. Councillor engagement and support at meetings and events.
- 1.3.6. Offer advice and guidance to our communities on all highways related issues.
- 1.3.7. Develop s106 schemes with Parish Councils.
- 1.3.8. Deliver small works programme.
- 1.3.9. Propose Network Improvement schemes.
- 1.3.10. Co-ordinate privately funded works.
- 1.3.11. Co-ordinate and deliver Tourist/HGV signs.
- 1.3.12. Provide detailed answers following investigations into issues raised through Street Doctor.
- 1.3.13. Provide draft responses for MP letters and other elected representatives.
- 1.3.14. Provide and co-ordinate detailed responses to KPI9.
- 1.3.15. Attend the Red Route Group & Speed Limit Review Panel.
- 1.3.16. Attend Northamptonshire Flood and Water Management Operational Group – provide advice on highways drainage issues and attendance at Pathfinder project meetings.
- 1.3.17. Attend Corby Rural Neighbourhood Walkabouts.
- 1.3.18. Corby Rural Forum – provide advice and support to rural areas of Corby.
- 1.3.19. HS2 Road Safety Fund – work with local Parish Councils to ensure their voice is heard with concerns to increased traffic through villages as a result of HS2. Development of schemes for funding.
- 1.3.20. Highways England Scheme liaison to reduce the impact of major highways schemes on local communities e.g. Towcester A5 closure and Old Stratford Roundabout.
- 1.3.21. Provide highways advice and support to Community Safety Partnership consultation events in an effort to address locally identified priorities.
- 1.3.22. Attend Estate Action Groups – partnership working with agencies including Wellingborough Homes etc. to address concerns raised by residents.
- 1.3.23. Attend Estate Group Meetings – Partnership working with Industrial Estates Groups to address highways concerns.
- 1.3.24. Provide highways support to DIRFT Agency Group.
- 1.3.25. Attend Emergency Planning Groups.
- 1.3.26. Attend Developer Workshops e.g. A6 Rushden East, Tresham Garden Village (Deenethorpe), Priors Hall Park.
- 1.3.27. Represent highways at Community Events e.g. Parish Plan consultations, joint Police action events and Market Place events.
- 1.3.28. Close working with all colleagues including Area Maintenance Teams, Safety Engineering Team, Road Safety Team, Amenity Teams & Construction Team etc.

2. STAFFING

2.1. Staff Allocation

- 2.1.1. Staff costs will be recharged on the same principles as the disaggregation as set out in the Service Plans to be agreed between the Parties.
- 2.1.2. . The Relevant Authority will not make changes to service provisions or the staffing establishment without the agreement of the other.
- 2.1.3. The Parties agree that staff and management will commit to a 'business as usual' approach in the delivery of the Services.

3. ASSETS AND PREMISES

3.1. Locations of Premises from which the Services will be Provided

- 3.1.1. The intention is for Community Liaison Officers to work primarily within the area of their (geographical) responsibility and therefore the appropriate Authority will provide an office base.

4. FINANCE

4.1. Budget

4.2. NNC will reimburse WNC on the same basis as the budget was disaggregated; Internal re-charge and Income;

- 4.2.1. Any income received for the service will be allocated in accordance with the geographical location that the income was generated
- 4.2.2. Detailed budgets and financial information will be set out in the Service Plan.

4.3. Consideration of Savings

- 4.3.1. There is a duty on WNC and NNC to work together to secure efficiencies in the provision of these services, in line with the duty of best value.
- 4.3.2. If either WNC or NNC are considering options for in-year savings (during the term of this arrangement), it is agreed neither WNC or NNC will consider options that negatively impact on the other, without their agreement.
- 4.3.3. Any changes to the Services or where relevant, variations to the contract that affect WNC and NNC will only be implemented with the prior agreement of both Parties.

5. REPORTING AND MONITORING

5.1. Key Performance Indicators (KPIs)

- 5.1.1. In providing these Services WNC will provide relevant information to NNC on request, in a transparent and timely manner. Timescales for the receipt of information between the Parties will be agreed for each request and should be reasonable and achievable.
- 5.1.2. The Authorities will exchange information and data in a transparent and timely way to enable the provision of services, progress any enforcement action and provide information for audit purposes.
- 5.1.3. Any general complaints from members of the public regarding Contractor performance will be sent via email to a central mailbox and managed and responded to be WNC on behalf of NNC.
- 5.1.4. Responses to any enquiries from elected members and MPs will be drafted by WNC in consultation with NNC.
- 5.1.5. FOIs and any other enquiries will be managed by WNC in consultation with NNC.

5.1.6. Response to correspondence should be in accordance with the timescales of the relevant authority's policy and take into account time required to finalise and approve any response.

5.1.7. Detailed local reporting requirements will be agreed between the Parties.

5.2. Board Meetings

5.3. Representatives from WNC and NNC will meet regularly and as necessary to discuss this hosted service Approvals

5.3.1. All matters concerning strategy, policy, funding or key decisions will go through the Relevant Authority's approval process if associated with that Authority.

5.3.2. Decisions regarding day to day operations will be handled by WNC and will not ordinarily require the approval of NNC.

6. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Community Liaison	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	Community liaison activities including <ul style="list-style-type: none"> • Site Visits / meetings with Parish Councils, members of the public, schools, community groups, Councillors etc – to discuss and address any highways issues raised • Represent the service at formal Parish, Town or Council meetings, often in the evenings. • Provide a highways presence at Forums, Residents Association Group meetings / events.
Duration of the processing	<i>Up to 12 months</i>
Nature and purposes of the processing	Communicate with members of the community.
Type of Personal Data being Processed (e.g. Name, dob, address)	Name, contact details, address, tel no., email
Categories of Data Individual (e.g. staff, client)	Members of the public/residents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule

Lawful basis	UK GDPR Art 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
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SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place – Highways & Transport - Transport Planning, Travel Choices & Public Transport
FUNCTION	Incorporates Transport Strategy, Local Transport Plan, commissioning of minor highway improvement schemes, Travel Choices, Active Travel, Local Cycling & Walking Improvement Plans, Public Transport (Bus & Rail services and information), Concessionary Travel, former NCC-owned bus stops and shelters (as more particularly described in WNC’s Scheme of Delegation)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVER AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICES**1.1. Statutory Function**

- 1.1.1. This Schedule sets out those Functions that shall be discharged by WNC on behalf of NNC, pursuant to NNC’s Scheme of Delegation.
- 1.1.2. WNC shall discharge the Highways Authority, Local Transport Authority and Concessionary Travel Authority Functions and Services under a Hosted arrangement.
- 1.1.3. The following statutory functions are performed by Transport Planning, Travel Choices and Public Transport:
 - a. Highways Act 1980
 - b. Transport Act 1985 (Parts I, IV, V and VI)
 - c. Transport Act 2000 (Part II)
 - d. Local Authorities (Transport Charges) Regulations 1998
 - e. Transport Act 2000 (part II)

1.2. Service Scope and Description

- 1.2.1. WNC shall be responsible for the service delivery and contract management under the Contract which shall deliver services as required by the delegated Functions.
- 1.2.2. The Service will be provided for both NNC and WNC pursuant to the relevant policies agreed at the commencement of this arrangement.
- 1.2.3. The following services are performed by Public & Active Transport function:
 - a. Reviewing commercial bus service registrations submitted by operators, and responses to Traffic Commissioners.
 - b. Submitting timetable data to national database transiting to support of operator submission via DfT Bus Open Data System.
 - c. Bus service publicity e.g. website, timetable leaflets (if required) and maps.

- d. Bus service comments on planning applications and securing of S106 contributions for bus services/infrastructure.
- e. Reviewing the need for subsidised bus services in line with available budgets/commissioning of service improvements secured through S106.
- f. Initiation and award of tenders for subsidised bus services.
- g. Updating councillors on significant changes to bus services.
- h. Maintenance of bus stop data and submission to national database (subject to IT providing software solution for this statutory service).
- i. Commissioning repairs to former NCC-owned bus stops and bus shelters.
- j. Liaison with NRSWA teams in response to requests for bus stop suspensions and major road closures.
- k. Procurement and management of software for the management of the concessionary bus pass scheme.
- l. Management of issuing of concessionary bus passes to eligible residents.
- m. Reimbursement of bus operators for concessionary travel.
- n. Liaison with train operators on operational issues.
- o. Payment of former NCC grant to community transport operators.
- p. Answering queries in relation to Local Transport Plan.
- q. Leading the development of Local Cycling and Walking Infrastructure Plans.
- r. Providing highway and transport advice and comments in relation to Local Plans (both within North Northants and for adjoining authorities).
- s. Providing comments on/input to emerging regional and national strategies
- t. Representation at regional groups e.g. EEH Transport Officer Support group, EM Rail Steering Group.
- u. Project management of electrical charging infrastructure.
- v. Submitting funding bids for available government grants.
- w. Maintaining records of S106 obligations and contributions secured for highways and transport.
- x. Developing programmes of schemes using S106 or other available funding.
- y. Programme management for scheme development and small-scale schemes (e.g. S106 and Integrated Transport Block).
- z. Maintaining records of S106 expenditure and returning unspent funds to developers in line with long-stop dates in S106 agreements.
- aa. Commissioning of Northamptonshire Strategic Transport Model.
- bb. Active travel and travel planning comments on planning applications and securing of S106 contributions.
- cc. Review of travel plans submitted by developers.
- dd. Updating of Smart Move portal.
- ee. Project support for Smart Commuter scheme.
- ff. Development of schemes relating to active travel (walking and cycling)
- gg. Messaging via Smart Move Totems, VMS signs and dedicated social media platforms.

- hh. Delivery of Travel plans funded through Section 106 agreements.
- ii. Promotion of modal shift and smarter choices.

2. STAFFING

2.1. Staff Allocation

- 2.1.1. Staff time will be split equitably between NNC and WNC, taking into account any externally funded or capital projects which may relate to a specific geographic area.
- 2.1.2. The Relevant Authority will not make changes to service provisions or the staffing establishment without the agreement of the other.
- 2.1.3. The Parties agree that staff and management will commit to a 'business as usual' approach in the delivery of the Services.

3. ASSETS AND PREMISES

- 3.1.1. Services will be delivered from One Square, Northampton.
- 3.1.2. Assets will be owned by WNC during the Hosted Period and will be split equally or otherwise as agreed at the end of Hosted Period.

4. FINANCE

4.1. Budget

- 4.1.1. NNC will reimburse WNC on the same basis as the budget was disaggregated.
- 4.1.2. WNC and NNC will work together to allocate DfT funding fairly.

4.2. Detailed budgets and financial information will be set out in the Service Plan. Internal re-charge and Income

- 4.2.1. Any income generated by the service will be paid to WNC but reimbursed to the Relevant Authority in which the income was generated.

4.3. Consideration of Savings

- 4.3.1. There is a duty on WNC and NNC to work together to secure efficiencies in the provision of these services, in line with the duty of best value.
- 4.3.2. If either WNC or NNC are considering options for in-year savings (during the term of this arrangement), it is agreed neither WNC or NNC will consider options that negatively impact on the other, without their agreement.
- 4.3.3. Any changes to services that affect WNC and NNC will only be implemented with the agreement of both Parties.

5. REPORTING AND MONITORING

5.1. Key Performance Indicators (KPIs)

- 5.1.1. Reporting will be provided informally and on an ad hoc basis regarding aspects of the service as required.
- 5.1.2. Detailed local reporting requirements will be agreed between the Parties.

5.2. Board Meetings

- 5.2.1. Representatives from WNC and NNC will meet regularly and as necessary to discuss this hosted service

5.3. Approvals

5.3.1. All matters concerning strategy, policy, funding or key decisions will go through the Relevant Authority's approval process if associated with that Authority.

6. INFORMATION GOVERNANCE

6.1.1. The following data will be shared and processed by WNC on behalf of NNC:

- a. Timetable data;
- b. Concessionary pass holder data (processed by contractor);
- c. Bus stop data; and
- d. Finance data.

7. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Bus services-commercial registration and subsidised services (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	<p>The service covers the following:</p> <ul style="list-style-type: none"> • Reviewing commercial bus service registrations submitted by operators, and responses to Traffic Commissioners. • Submitting timetable data to national database transiting to support of operator submission via DfT Bus Open Data System. • Bus service publicity e.g. website, timetable leaflets (if required) and maps. • Bus service comments on planning applications and securing of S106 contributions for bus services/infrastructure. • Reviewing the need for subsidised bus services in line with available budgets/commissioning of service improvements secured through S106.
Duration of the processing	Up to 12 months
Nature and purposes of the processing	Personal data processed to produce concessionary passes
Type of Personal Data being Processed (e.g. Name, dob, address)	Name, address, contact details (email/tel no), dob, benefits (to assess eligibility)
Categories of Data Individual (e.g. staff, client)	Members of the public/residents

Bus services-commercial registration and subsidised services (Hosted)

Description	Details
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule</p>
<p>Lawful basis</p>	<p>UK GDPR Art 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</p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place – Highways & Transport	
FUNCTION	Development Management - Early Development of Highway Schemes and Development Management (as more particularly described in NNC's Scheme of Delegation)	
SERVICE TREATMENT	Early Development of Highway Schemes	WNC Hosted
	Development Management	(s106 Disaggregated) s278/38 WNC Hosted
PROVIDER AUTHORITY	West Northamptonshire Council ("WNC")	
RECEIVER AUTHORITY	North Northamptonshire Council ("NNC")	

1. FUNCTION AND SCOPE OF SERVICES

1.1. Statutory Function

- 1.1.1. This Schedule sets out those Functions that shall be discharged by WNC on behalf of NNC, pursuant to NNC's Scheme of Delegation. WNC shall discharge the Functions, in accordance with the statutory provisions set out in the Highways Act 1980. WNC will be under a duty:
- a. to maintain all highways classed as being maintainable at public expense that fall within their area of control;
 - b. to maintain records of all highways maintainable at public expense within their area of control; and
 - c. to regulate the activities of developers in relation to their highways.
- 1.1.2. The above provisions apply to those Services that are discharged by the provider Authority.

1.2. Service Scope and Description

- 1.2.1. WNC shall be responsible for the service delivery and contract management under the Contract which shall deliver services as required by the delegated Functions.
- 1.2.2. The Service will be provided for both NNC and WNC pursuant to the relevant policies agreed at the commencement of this arrangement.
- 1.2.3. For the avoidance of doubt, the table below sets out how the various Development Management services will be provided, (disaggregated services are for reference purposes only and not subject to the terms of the IAA or Schedules therein):

Function	Role	Disaggregated / Hosted Service Provider
Highway Development Control	Responses to planning consultations with highway implications (supported by NCC and the Contractor)	Service to be Disaggregated
Highway Adoptions (mainly under Section 38 Highways Act 1980)	Adoption of new roads on new developments	Service to be Hosted by WNC
Highway Agreements (mainly under section 278 of the Highways Act 1980)	Works within existing highways to facilitate development	Service to be Hosted by WNC
Technical Audits	To ensure developer compliance with local / national standards.	Service to be Hosted by WNC supported by the Contractor
Site Inspections	To ensure technical compliance and construction quality and integrity – Undertaken by Contractor Engineers	Contractor
Responses to Goods Vehicle (Licencing of Operators) Applications	Consideration (within a narrow scope) of HGV operator centre proposals outside the planning system	Service to be Disaggregated

1.3. Services

1.3.1. For the avoidance of doubt; the Highway Development Control will be disaggregated and the Highway Adoptions and Highway Agreements Functions and Services will be hosted by WNC.

1.3.2. Development Management provides the following services:

- a. Managing Road Safety Audit Process;
- b. Calculating highways fees, issuing invoices and ensuring payment;
- c. Carry out APC process for private streets;
- d. Initial triage of applications to ensure all relevant information provided and fee paid;
- e. Managing technical audit of engineering plans;
- f. Calculating commuted sums for maintenance;
- g. Issuing instructions to LGSS Law to enter into S38 and S278 legal agreements;
- h. Negotiating with developers and liaising with legal team regarding legal agreements;
- i. Ensuring site inspection team has copies of approved plans and is aware when S278 agreements are completed;
- j. Assisting Development Control Colleagues commenting on planning application with technical advice as requested;

- k. Managing TRO process for TROs associated with S38/278 schemes;
- l. Liaising with Balfour Beatty Street lighting to ensure lighting is to NCC standard;
- m. Liaising with site inspection team;
- n. Dealing with public complaints regarding S38/S278 works; and
- o. Issuing practical completion and final certificates.

1.4. Disaggregation following Initial Hosting Period

- 1.4.1. With the exception of the disaggregated services, Development Management services will be hosted by WNC for an initial hosting period of up to 12 months from 01 April 2021.
- 1.4.2. It is the intention of the Parties that all hosted Development Management services will be disaggregated following the 12-month initial hosting period.
- 1.4.3. If there are costs associated with the disaggregation process, then those costs will be accounted for in a transparent and auditable manner and shared equitably between WNC and NNC.

2. STAFFING

2.1. Staff Allocation

- 2.1.1. The Parties agree that staff and management will commit to a 'business as usual' approach in the delivery of the Services.

3. ASSETS AND PREMISES

3.1. Locations of Premises from which the Services will be Provided

One Angel Square, Northampton

4. FINANCE

4.1. Budget

- 4.1.1. WNC will recharge NNC on the same basis as the budget was disaggregated.
- 4.1.2. Note that income will normally cover the staffing cost of the team and the budget has been disaggregated on this basis. If the staffing costs are not met by income, then the Parties agree that costs will be shared fairly and in accordance with the Service Plan.
- 4.1.3. Detailed budgets and financial information will be set out in the Service Plan.

4.2. Internal re-charge and Income

- 4.2.1. Any income generated by a Hosted Services will be paid to WNC but reimbursed to the Relevant Authority in which the income was generated.
- 4.2.2. Development Management is primarily funded by fee income from Section 38 and Section 278 Agreements.

4.3. Consideration of Savings

- 4.3.1. There is a duty on WNC and NNC to work together to secure efficiencies in the provision of these services, in line with the duty of best value.
- 4.3.2. If either WNC or NNC are considering options for in-year savings (during the term of this arrangement), it is agreed neither WNC or NNC will consider options that negatively impact on the other, without their agreement.
- 4.3.3. Any changes to services that affect WNC and NNC will only be implemented with the agreement of both Parties.

5. REPORTING AND MONITORING

- 5.1.1. In providing these Services WNC will provide relevant information to NNC on request, in a transparent and timely manner. Timescales for the receipt of information between parties will be agreed for each request and should be reasonable and achievable.
- 5.1.2. The Authorities will exchange information and data in a transparent and timely way to enable the provision of services, progress any enforcement action and provide information for audit purposes.
- 5.1.3. Detailed local reporting requirement will be agreed between the Parties.

6. ADDITIONAL INFORMATION

6.1. Board Meetings

- 6.1.1. Representatives from WNC and NNC will meet regularly and as necessary to discuss this hosted service

6.2. Approvals

- 6.2.1. All matters concerning strategy or policy or funding or key decisions will go through the Relevant Authority's approval process if associated with that Authority.

7. ADDITIONAL DOCUMENTS

7.1. Development Management Briefing Note

- 7.1.1. For further operational detail on how the service is going to be disaggregated, please see the Development Management Briefing Note

8. INFORMATION GOVERNANCE

- 8.1.1. The following data will be shared and processed by WNC on behalf of the NNC:
 - a. Finance data; and
 - b. Data supplied by developers

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place - Highways & Transport
FUNCTION	Street lighting PFI (as more particularly described in NNC's Scheme of Delegation)
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	West Northamptonshire Council ("WNC")
RECEIVING AUTHORITY	North Northamptonshire Council ("NNC")

1. FUNCTIONS / SERVICE SCOPE**1.1. Statutory / Non-statutory Functions and Services**

- 1.1.1. The provision of street lighting is a non-statutory Service. WNC shall act as the Lead Authority for the Functions and Services delivered under the Street Lighting PFI Contract (the "Service").
- 1.1.2. The PFI Contract will transfer to WNC in accordance with the Agreement between the Parties at the commencement of this arrangement;
- 1.1.3. WNC shall carry out the delegated Functions as NNC may reasonably require, to enable due performance of the Contract and to provide for NNC the continued benefits of the Contract in accordance with the same standards as prior to Vesting Day.
- a. The Service shall be provided pursuant to the relevant policies, agreed between the Parties at the commencement of this arrangement.
 - b. The day to day operations and PFI Contract management duties shall be carried out by WNC.

1.2. Services provided by The PFI Contractor

- a. Maintenance and asset management of illuminated Highway Authority Assets (including, street lights, signs & bollards, zebra crossings, beacons, subways) falling under or accrued into the Street Lighting PFI Contract and maintained under the terms of that Contract
 - b. Repairing accident or vandalism damage
 - c. Damage and fault reporting
 - d. Monthly and annual monitoring reports
 - e. Standards advice to developers regarding proposed Highway Lighting and inspection of assets prior to adoption or hand over
 - f. Any public liaison required as part of fault reporting or changes to accrued apparatus
 - g. Services delivered in accordance with the Traffic Signs Manual
- 1.2.2. **Board Meetings**
- a. Contract meetings shall be held as set out within the Contract.
 - b. Representatives from WNC and NNC will meet regularly and as necessary to discuss this hosted service.

- c. NNC can notify WNC of any requests via the contract manager of the central mailbox.
- d. Faults should continue to be reported via the on-line system.
- e. All instructions to the Contractor will be from the Authority Project Representative in accordance with the contractual mechanism.
- f. WNC will ensure the PFI Contractor deals with all proposed works across Northamptonshire equitably.

1.2.3. Complaints

- a. Any general complaints or enquiries received from members of the public regarding street lighting will be sent via email to a central mailbox and managed and responded by WNC on behalf of NNC.
- b. Responses to any enquiries from elected members and MPs will be drafted by WNC in consultation with NNC.
- c. FOIs and any other enquiries will be managed by WNC in consultation with NNC.

2. STAFFING

- 2.1.1. Staff costs will be recharged on the same principles as the disaggregation as set out in the Service Plans to be agreed between the Parties.
- 2.1.2. The Relevant Authority will not make changes to service provisions or the staffing establishment without the agreement of the other.
- 2.1.3. The Parties agree that staff and management commit to a 'business as usual' approach in respect of the day to day management of the Services and the Contract.

3. ASSETS AND PREMISES

3.1. General Principles

- 3.1.1. Street lighting assets will be owned by each Party, in accordance with their location and subject to the s16 Agreement between the Parties. However, pursuant to the terms of the IAA, WNC is duly authorised to maintain Street lighting assets under a Lead Authority arrangement, (that is on a permanent basis, (subject to the termination provisions within the PFI Contract).

4. REPORTING, MONITORING AND REGULATORY COMPLIANCE

- 4.1.1. This schedule does not alter or attempt to alter any KPI reporting requirements under the PFI Contract; and
- 4.1.2. WNC will audit the works completed by the PFI Contractor in accordance with geography, such audit reports as they relate to NNC, to be shared upon request.
- 4.1.3. Detailed local reporting arrangements are to be agreed between the Parties.
- 4.1.4. All matters concerning the monitoring or review of strategy or policy or funding will go through the Relevant Authority's approval process if associated with that Authority.

5. FINANCE

5.1. Budget

- 5.1.1. NNC will be recharged fairly for the services received under this arrangement;
- 5.1.2. Recharges will be made in accordance with the street lighting assets located in NNC.
 - a. NNC will reimburse WNC for the costs attributable to the street lighting assets in NNC for the duration of this arrangement, such costs being approved by NNC in advance.

- b. In the event that extraordinary costs are incurred or expected to be incurred by the Lead Authority in the Management of the Contract, such issues will be escalated in accordance with the terms of the IAA and arrangements between the Parties in respect of the PFI Contract Management.

5.2. Consideration of Savings

- 5.2.1. There is a duty on the Parties to work together to secure efficiencies in the provision of these services, in line with the duty of best value.
- 5.2.2. If either Party is considering options for in-year savings (during the term of this arrangement), it is agreed that neither Party will consider options that negatively impact on the other, without prior agreement and where relevant, approval from the Joint Committee.
- 5.2.3. Any significant changes to the Services or proposed variations to the Contract that may affect WNC and NNC will only be implemented with the prior agreement of both Parties.

6. INFORMATION GOVERNANCE

- 6.1. WNC shall comply with information governance provisions as set out in the PFI Contract, on behalf of NNC;
- 6.2. WNC shall consult with NNC in respect of any material data breaches occurring during the term of this arrangement;

7. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Street Lighting PFI (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	The Streetlighting Contractor provides the following services: <ul style="list-style-type: none"> • Maintenance of all illuminated assets, including any attached signage; • Repairing accident or vandalism damage; and • Damage and fault reporting.
Duration of the processing	Up to 12 months
Nature and purposes of the processing	In order to facilitate public consultations personal data will need to be collected.
Type of Personal Data being Processed (e.g. Name, dob, address)	Name, address, contact details – email, tel no.
Categories of Data Individual (e.g. staff, client)	Members of the public/residents

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule.</p>
<p>Lawful basis</p>	<p>UK GDPR Art 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</p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place – Highways and Transport
FUNCTION	Parking and Bus Lane Enforcement
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTIONS AND SCOPE OF SERVICES

1.1 Statutory Functions

- 1.1.1 This Schedule sets out those Functions that shall be discharged by WNC on behalf of NNC. Where relevant, excluded Functions are listed below. WNC shall discharge the Functions pursuant to;
- The Traffic Management Act 2004 and the Civil Enforcement of Parking Contraventions (England) Representations and Appeals Regulations 2007 and;
 - The Transport Act 2000 and the Bus Lane Contraventions (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2005.

1.2 Service Description

- 1.2.1 The specified Functions and Services to be provided by WNC on behalf of NNC are set out in the table below:

	Provided by	Provided to	Service
(i)	WNC	NNC	Enforcement of on-street parking in the former council areas of: Corby East Northamptonshire and Wellingborough Resident’s permits applications (except Kettering)
(ii)	WNC	NNC	Enforcement of off-street parking in the former council areas of: Corby East Northamptonshire and Wellingborough
(iii)	WNC	NNC	Enforcement of the bus gate in Wellingborough
(iv)	WNC	NNC	Administration of all enforcement notices associated with (i) – (iii) above.
(v)	WNC	NNC	Administration of all enforcement notices for the parking enforcement duties exercised by NNC in the former council area of Kettering.

- 1.2.2 The activities related to the exercise of this Service by WNC include, but are not limited to overseeing and managing:
- Challenges against parking Penalty Charge Notices (PCN);
 - Representations against parking PCN’s;
 - Representations against bus lane PCN’s
 - Preparing evidence packs for parking PCN’s at adjudication;
 - Preparing evidence packs for bus lane PCN’s at adjudication;

- vi. Representing the authority at adjudication for parking & bus lane PCN's (face to face, telephone, video);
- vii. Administration functions for both parking and bus lane PCN's including post opening & scanning, processing payments, parking mailbox, telephone service to motorists, system progressions (moving cases to next stage), liaising with parking enforcement contractor (NSL), DVLA, Traffic Penalty Tribunal, Traffic Enforcement Centre, enforcement agents;
- viii. Administration functions in relation to permits, including managing the permit mailbox;
- ix. Registering cases at the Traffic Enforcement Centre to prepare for debt recovery;
- x. Arranging approval for Warrants and passing cases to enforcement agents;
- xi. Freedom of Information requests; and
- xii. Complaints.

1.2.3 The Parties will agree a mechanism in calculating the amount to be recharged to the provider Authority in relation to the Functions and Services set out in this Schedule.

1.2.4 For the avoidance of doubt, the Parties hereby terminate the list of delegation agreements relating to Parking Enforcement services in place prior to Vesting Day, and agree to waive the termination provisions in the agreements.

1.2.5 The Parties agree that the operational arrangements in place prior to Vesting Day, will remain in place for the duration of the hosting arrangement and Services will continue in a 'business as usual' way, save for where expressly stated in this Schedule.

1.3 Additional Functions and Services

1.3.1 Both WNC and NNC shall:

- i. Carry out the same efficiently and with all reasonable due diligence and skill;
- ii. Have regard to and comply with all statutory and legislative requirements associated with the Functions;
- iii. Give assistance to the Police in connection with their residual traffic functions (if any) within the Designated Order for non-endorseable and non-moving traffic offences;
- iv. Adhere to the statutory guidance on levels of penalty charges;
- v. Have regard to appropriate exemptions and waivers for disabled persons, doctors, and others;
- vi. Ensure adequate (initial and continuing) training instruction and outfitting of Civil Enforcement Officers;
- vii. Use appropriate (standardised and agreed) documentation for Penalty Charge Notices (and related documents) and standardised contravention descriptions and codes; and
- viii. Provide adequate payment facilities for motorists.

2. OUTSOURCING

2.1 External Providers

2.1.1 Supplier contract with NSL

3. FINANCE

3.1 Budget Arrangements for Hosted / Lead Service

3.1.1 Net costs and income will be re-charged to NNC on the same basis that the budget was disaggregated.

3.2 Costs & Income:

3.2.1 WNC will be responsible for initial payment of the costs of operating the Functions under this Schedule, following which the Parties will agree the costs to be recovered from NNC, to include a Service administration charge and recharging mechanisms.

- i. WNC will retain all income from Penalty Charge Notices.
- ii. NNC will be responsible for collecting and banking all other revenues from

parking charges in the NNC area.

3.2.2 Any additional costs that are not foreseen or included within this Schedule will be discussed between the Parties with the agreed intention that each council shall bear its fair and reasonable share of those costs associated with Service delivery.

3.2.3 A set of financial controls will apply to all costs and invoices related to recharges detailed in this schedule, including:

- (i) All invoices must quote a valid purchase order;
- (ii) All provisional costs to be agreed before invoices are raised;
- (iii) All invoices must give a clear and auditable breakdown of costs;
- (iv) Supporting evidence will be provided on request;
- (v) The frequency of invoices will be monthly unless otherwise agreed; and
- (vi) Invoices will be paid within 30 days of receipt.

4. INFORMATON TECHNOLOGY

4.1 Service IT Systems

4.1.1 WNC shall continue to provide the administration software and management of the Imperial Civil Enforcement Solutions 3Sixty, Rialto and PermitSmarti software for the provision of issuing Penalty Charge Notices for parking contraventions, to allow back office access for monitoring staff performance and for processing permit, waiver and suspension applications

5. ASSETS / PREMISES

5.1 Locations of Premises from which the Services will be Provided.

5.1.1 The Service will be delivered from the offices of WNC located at One Angel Square.

6. REPORTING, MONITORING AND REGULATORY COMPLIANCE

6.1 Service Reporting and Monitoring Requirements

6.1.1 On a monthly basis, WNC shall provide to NNC performance reports which include information regarding:

- i. Penalty Charge Notices, challenges and representations, and the cancellation of Penalty Charge Notices;
- ii. Finance reports in an agreed format: and
- iii. Detailed local reporting arrangements to be agreed between the Parties.

6.2 Notices / Approvals

6.2.1 NNC may from time to time in consultation with WNC and providing written notice to WNC, (subject to the terms of the IAA), to withdraw from or add to any parking places or bays as agreed between the Parties.

6.2.2 Any formal notice or other communication given in connection with this Schedule will be in writing by e-mail from and to the recipients named below:

On behalf of WNC	On behalf of NNC
Primary contact: Nick Henstock Head of Highways and Transport nick.henstock@westnorthants.gov.uk	Primary contact: Jonathan Waterworth AD Assets and Environment Jonathan.waterworth@northnorthants.gov.uk
Copied to: Fiona Unett	Copied to: TBC

7. FEES / CHARGES

7.1 Fees / Charges for Public / Third Party Use of Service

- 7.1.1 Subject to the provisions of Section 39 of the Road Traffic Regulation Act 1984, NNC shall retain the right to determine in accordance with any legislation applicable from time to time on matters relating:
- i. The level of charges for use of and in connection with the parking places;
 - ii. The vehicles or classes of vehicles entitles to use the parking places; and
 - iii. The conditions on which the parking places may be used, including the days and hours of operation and maximum periods for which vehicles may wait in the parking places.
- 7.1.2 NNC will not decrease the level of charges for use of and in connection with the parking places without first consulting with WNC.

8. DATA

8.1 Data Processing Arrangements

- 8.1.1 Both WNC and NNC will exchange information and data in a transparent and timely way and in an agreed format to enable the provision of services, progress any enforcement action and provide information for audit purposes. Due regard will be given to data required for any statutory returns and new requests for data will be made in a timely manner to enable the flow of information to be managed appropriately.
- 8.1.2 Timescales for the receipt of information between parties will be agreed for each request and should be reasonable and achievable. If the timescales are particularly short, these should be justified.
- 8.1.3 All personal information will be managed in accordance with the UK General Data Protection Regulations, Data Protection Act 2018 and within the general terms of the Inter Authority Agreement between WNC and NNC.
- 8.1.4 Where WNC acts as the enforcement authority on behalf of NNC, WNC shall be the data processor in accordance with the Data Protection Act 2018.

On Street Parking enforcement (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.
Subject matter of the processing	Provision of parking services and civil parking enforcement, and the discharge of the Council's statutory obligations.
Duration of the processing	<i>Up to 12 months</i>

Nature and purposes of the processing	<p>Personal data will be processed for the administration of all aspects relating to this service or function including:</p> <ul style="list-style-type: none"> • Process challenges or representations and appeals in respect of Penalty Charge Notices (PCN's) (parking and bus lane) • Process applications for parking permits, waivers, dispensations and suspensions • Investigate and prosecute (if applicable) cases including allegations of permit and blue badge abuse and misuse • Process postal payments for PCN's, permits, waivers, dispensations and suspensions • Investigate complaints received in relation to the service • Take payments for PCNs and permits • Recovery of debt
Type of Personal Data being Processed (e.g Name, dob, address)	<p>Name, address, vehicle registration number, contact details including phone numbers and email addresses, photographic & camera or video evidence to support a Penalty Charge Notice (PCN) (parking and bus lane), images of you if the Civil Enforcement Officer has activated their body worn video camera or camera or video footage recorded as part of bus lane enforcement, contact we have had with you, such as any correspondence (incoming and outgoing) relating to all aspects of the service, proof of residency or vehicle ownership (permit applications), payment information (PCN's, permits, waivers or dispensations and suspensions), evidence to support investigations or prosecutions into allegations of permit and / or blue badge misuse and abuse, evidence to support investigations into complaints received in the service, call recordings of incoming and outgoing calls to or from 0345 680 0153 (option 2)</p>
Categories of Data Individual (e.g staff, client)	<p>Members of the public.</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule</p>
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,(g) processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific</p>

	<p>measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>UK GDPR Article 10 - Processing of personal data relating to criminal convictions and offences</p> <p>DPA 2018 – Sched 1 Part 1:</p> <p>Para 6: <i>Statutory etc and government purposes</i></p> <p>DPA 2018 – Sched 1 Part 3:</p> <p>Para 33: <i>Legal claims</i></p>
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SCHEDULE 2 F1-F5

Archives and Heritage

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place
FUNCTION / SERVICES	Historic Environment Record (“HER”)
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1. Statutory Functions / Service

- 1.1.1. The Northamptonshire Historic Environment Record, (HER), (“the Service”) is provided to meet requirements of the National Planning Policy Framework; it is a publicly accessible resource for information about the known historic environment of Northamptonshire, including archaeological sites and finds, historic buildings and landscapes, and seeks to inform the management and conservation of that environment.
- 1.1.2. The Northamptonshire Historic Environment Record (“HER”) was provided as a countywide service by Northamptonshire County Council until 31 March 2021. As a result of the Order 2020 and from 01 April 2021, West Northamptonshire Council shall take management responsibility for the duties previously performed by Northamptonshire County Council with respect to the management of The Northamptonshire Historic Environment Record for the benefit of geographical areas covered by WNC and NNC.
- 1.1.3. WNC shall hereby continue to comply with all terms of the agreement held between The Historic Buildings and Monuments Commission for England (1) and Northamptonshire County Council (2) dated 29 November 2016 for the provision of Heritage Gateway.

1.2. Additional Services Provided

- 1.2.1. The HER provides an information source for local government colleagues, external contractors and consultants, members of the public (including community and local heritage groups), students and others engaged in academic research, developers, land-agents, land managers, national and regional agencies.
- 1.2.2. The HER facilitates and delivers the protection and management of the historic environment by providing good quality, authoritative information that contributes to education, social inclusion, and promotion of public participation in the exploration, appreciation, and enjoyment of local heritage.

1.3. Statutory Requirements / Regulatory Approvals

- 1.3.1. The HER works to nationally agreed requirements for HERs as laid out in *A Guide to Historic Environment Records (HERs) in England 2019* and the Principles of the Heritage Information Access Strategy (“HIAS”).
- 1.3.2. The HER is audited by Historic England and meets all their requirements in terms of policies and procedures. WNC and NNC will seek to address any issues identified within this audit process.

2. SERVICE DESCRIPTION

2.1. Key roles

- 2.1.1. Developing and maintaining the record in line with national guidance and standards to inform all policy and development control decisions.
- 2.1.2. Responding to HER enquiries; including planning and development-related enquiries and land management enquiries (e.g., Environmental Stewardship, Woodland Grant Schemes and Hedgerow Regulations, as per national agreements).
- 2.1.3. Providing information to the local and wider community for education, leisure and tourism for the understanding and enjoyment of the historic environment.
- 2.1.4. The HER should be the first point of call and the primary trusted source of investigative research data and knowledge.

2.2. Service tasks and procedures

- 2.2.1. To maintain and enhance the HER and related documentation and manage its development as a dynamic, comprehensive, holistic record.
- 2.2.2. To manage and enhance the HER to ensure that it conforms to national standards and benchmarks.
- 2.2.3. To review the IT requirements of the HER in line with national standards and guidelines.
- 2.2.4. To respond to consultations and facilitate access to the HER for planning and development-related enquiries.
- 2.2.5. To respond to consultations and facilitate access to the HER for land management enquiries, as per national agreements (e.g., Environmental Stewardship, Woodland Grant Scheme, and Hedgerow Regulations) and works by statutory agencies and public utilities.
- 2.2.6. To seek local, regional, and national funding as appropriate to enhance and increase access to the HER.
- 2.2.7. To participate as appropriate in local, regional, and national projects to improve the management of the archaeological resource and the archaeological knowledge of the county of Northamptonshire.
- 2.2.8. To provide remote access to the data in the HER via a public access database and the Heritage Gateway and in some cases, through internet connectivity.
- 2.2.9. To respond to enquiries from the local community, general public, students, and academics for information from the HER.
- 2.2.10. To participate in networks, groups, and associations such as ALGAO, local societies etc.
- 2.2.11. To promote access to the HER and encourage wider usage and contributions from an expanding range of groups and individuals.

3. OUTSOURCING

3.1. Alternative Arrangements for Service Provision

- 3.1.1. The main HER datasets are held on a database – Exegesis HBSMR. This data is currently managed and hosted by an external company but requires support from WNC IT systems in terms of permissions to access the database. The partners are reassured that licensed access to the database will be possible within both the authorities.
- 3.1.2. The Exegesis HBSMR database needs to make fully accessible (that is for licences to be provided), to Archaeological Advisory Services colleagues in the Planning Team at NNC. Both parties agree that WNC as the Lead Authority, will ensure sufficient licences

are purchased annually to enable continuity of access to the Service by NNC during the period with which this arrangement is in place.

3.1.3. The Parties agree that as the way Planning Services are delivered and configured at WNC and NNC changes, reasonable efforts will be used by both parties to ensure continued access to the Exegesis HBSMR database for the purpose of HER.

3.1.4. Northamptonshire County Council HER has a Content Provision Agreement with Historic England for the provision of data to the national Heritage Gateway. WNC will assume responsibility for this agreement and ensure the terms contained within are adhered to on behalf of both authorities.

4. STAFFING

4.1. Total Staff for Service Provision

4.1.1. One full time permanent contract is the minimum required to operate the Service.

4.1.2. The expectation is that the person who is responsible for the database is a professional archaeologist who has expertise in using the HBSMR database (HBSMR).

4.2. Locations for Delivery of the Service:

4.2.1. The post-holder will be based at the Archives and Heritage Service, Wootton Hall Park, Northampton, NN4 8BQ (“Archive Services Building”) or will work from home as agreed between the Parties, to meet the demands of the role.

5. ASSETS / PREMISES

5.1. Locations of Premises from which the Services will be Provided.

5.1.1 The HER is physically based at Wootton Hall Park, Northampton NN4 8BQ. Public access to the database and library is possible by visiting the Archive Services Building during its standard hours of opening and in accordance with the provision of the wider Archives and Heritage Service delivery. This will not necessarily be five days a week.

6. REPORTING, MONITORING AND REGULATORY COMPLIANCE

6.1. Service Reporting and Monitoring Requirements

6.1.1. National Reporting Requirements:

6.1.1.1 The HER is reviewed by Historic England and seeks to meet its requirements by undertaking regular audit. The audit requires the HER to have the following policies:

- a. Access and Charging policy;
- b. Collections and Disposal Policy;
- c. Information Policy; and
- d. Information Services Policy

6.1.2. Local Reporting Requirements:

6.1.2.1 WNC and NNC will report to the relevant its Boards or Council Committee as part of the Archives and Heritage Service.

7. FEES / CHARGES

7.1. Fees and charges are set out in the schedule for the Archives and Heritage Service and are reviewed annually. The charges are for searches to be made in the database on behalf of others. A differentiation is made between commercial and non-commercial fees.

8. ADDITIONAL INFORMATION

No applicable additional information.

9. IT & INFORMATION GOVERNANCE

9.1. Service IT Systems

- 9.1.1. The main HER data is stored on a database – the HBSMR database. There is an accompanying library of reports and photographs, some of which have been digitised. The long-term aim is to make all the information available in digital format.
- 9.1.2. Public access to HER data will be maintained via the national Heritage Gateway or equivalent online means. It is also the expectation that the public should have access to the HER either in person, internet platform via internet connectivity, the Archives Service Building or via email upon request. Data can be extracted from the database to answer enquiries for a fee. Alternatively, the public can access the database free of charge in person at the Archive Services Building.

10. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

- 10.1 Personal data will be processed pursuant to the UK GDPR Article 28

SPECIFIED FUNCTION AND SERVICES

SERVICE AREA	Place
FUNCTION / SERVICES	The Archives Service
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1. Statutory Functions / Services

- 1.1.1. The Archives Service (the “Service”) provides countywide Archives Services which includes compliance with statutes relating to the provision of an approved Place of Deposit under Local Government (Records) Act 1962, s224 of the Local Government Act 1972, Public Records Acts of 1958 and 1967, s144A of the Law of Property Act 1922 and s36(2) of the Tithe Act 1936.
- 1.1.2. WNC will provide and manage the Service, including central support services and accommodation for staff and the archives content.
- 1.1.3. The Service fulfils the Authorities’ obligations to look after and provide public access to their own records.
- 1.1.4. There is a requirement to have professional archivists on staff and access to professional conservators.
- 1.1.5. The Services is delivered in accordance with the MHCLG Archiving guidance.
- 1.1.6. Key Functions include:
- a. Monitoring document storage areas for temperature and humidity and ensuring correct conditions are met;
 - b. Ensuring the material is properly boxed and archivally packaged to make sure it will survive for the long term;
 - c. Reviewing records on arrival and assessing any preservation / conservation requirements;
 - d. Accessioning records that are gifted or deposited with the Service;
 - e. Cataloguing archives and making the information about them accessible to the public via the appropriate online system (currently Adlib);
 - f. Inputting of old hard copy catalogues of archives so that the information can be made accessible electronically;
 - g. Making records publicly accessible in suitable locations;
 - h. Helping researchers with enquiries, whether about family, local or house history, school or higher education use, hobby, or leisure interest;
 - i. Providing digital images of records or other forms of copy (normally charged for);
 - j. Undertaking research for those unable to visit (normally charged for);
 - k. Delivering talks and lectures; and

- I. Advocating for and encouraging engagement with archives.

2. **OUTSOURCING**

2.1. External Providers and Third Parties

- 2.1.1. National Conservation Service. – deliver Conservation Services
- 2.1.2. Restore at Nether Heyford, Oxfordshire – supply storage for one archive
- 2.1.3. There are currently seven suppliers contracts.

3. **STAFFING**

3.1. Total Staff for Service Provision

- 3.1.1. The Service employs 10 staff on a permanent basis, (8.85 Full Time Equivalent), all of whom will be employed by WNC.

4. **ASSETS / PREMISES**

4.1. Locations of Premises from which the Services will be Provided

- 4.1.1. The Service will be delivered from the Archives Service Building located at Wootton Hall Park, Mereway, Northampton, England NN4 8BQ.

5. **REPORTING, MONITORING AND REGULATORY COMPLIANCE**

5.1. Service Reporting and Monitoring Requirements

- 5.1.1. Reporting will adhere to standards are set by the National Archives, under its Archives Accreditation Scheme.
- 5.1.2. Local reporting arrangements are to be agreed between the Parties.

6. **ADDITIONAL INFORMATION**

- 6.1. There are fees and charges levied for specified delivery of aspects of the Service. These fees and charges are published in the Council's annual financial report.
- 6.2. In the event of Termination, advice will be needed in respect of separation of both Parties' archive holdings. Assistance from the National Archives will be required.

7. **IT & INFORMATON GOVERNANCE**

7.1. Service IT Systems

- 7.1.1. Adlib is a bespoke and specialist database for use for archives only

8. **DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS**

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

The Archives Service (Wootton Hall)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the North Northamptonshire Council is the Controller and the Contractor (West Northamptonshire Council) is the Processor.

The Archives Service (Wootton Hall)	
Description	Details
Subject matter of the processing	The Archives Service (the “Service”) provides countywide Archives Services which includes compliance with statutes relating to the provision of an approved Place of Deposit
Duration of the processing	Ongoing
Nature and purposes of the processing	Personal data is processed, amongst other things, for the following purposes: Enquiries Processing payments Researchers
Type of Personal Data being Processed (e.g Name, dob, address)	Name, contact details, email address, postal address
Categories of Data Individual (e.g staff, client)	Members of the public, residents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data, the Data Controller shall retain it in line with the Council’s retention schedule.
Lawful basis	UK GDPR Art 6,1(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes; UK GDPR Art 6,1(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract; UK GDPR Art 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; UK GDPR Art 6,1(f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place
FUNCTION / SERVICE	Portable Antiquities Scheme (PAS)
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1. Statutory Functions / Services**

- 1.1.1. The Portable Antiquities Scheme (PAS) is provided by the British Museum on behalf of the Department of Digital, culture, Media and Sport.
- 1.1.2. Northamptonshire County Council was the Host Authority for the countywide delivery of the Scheme, through the post of Finds Liaison Officer (FLO), until 31 March 2021 and WNC shall be the successor Host Authority from 01 April 2021.
- 1.1.3. Maintenance of local access to the PAS electronic datasets.
- 1.1.4. Development and promotion of, and participation in, local, regional and national projects for PAS.
- 1.1.5. The Services shall be delivered on a county-wide basis and in accordance with an agreement that is signed annually with the Scheme’s manager, the British Museum.
- 1.1.6. The delivery of the Service is reliant on continued funding from the British Museum, without which, the Service will cease. confirmation of funding for the FLO will cease.

1.2. Excluded Functions / Services

N/A

1.3. Statutory / Other Requirements

- 1.3.1. The Service reports to The British Museum pursuant to the Memorandum of Agreement between the Parties.
- 1.3.2. Service planning is done as part of the wider Archives and Heritage Services annual planning. However, the role of the FLO is largely determined by central policies of the PAS.
- 1.3.3. The strategic direction for the scheme is set by the British Museum.
- 1.3.4. WNC and NNC may discuss any actions that could be undertaken to improve the data for the benefit of the local community, planners and wider stakeholders.
- 1.3.5. The FLO is part of the Archives Service disaster recovery plan. There is also a Data Management Statement that provides the necessary information for the recovery of data and systems following a disaster.

1.4. Details of Function

- 1.4.1. The PAS is a national scheme that aims:
 - a. To encourage the recording of archaeological objects found by members of the public in England and Wales.

- b. To raise awareness among the public of the educational value of archaeological finds in their context and facilitate research in them.
- c. To increase opportunities for active public involvement in archaeology and strengthen links between metal-detector users and archaeologists.
- d. To encourage all those who find archaeological objects to make them available for recording and to promote best practice by finders.
- e. To facilitate the Treasure process.

1.5. The Role of the Finds Liaison Officer (FLO)

- 1.5.1. The Northamptonshire Finds Liaison Officer is responsible for the delivery of the Portable Antiquities Scheme (PAS) across the area of the former county of Northamptonshire – the geographical area to be governed by the two new unitary councils (NNC and WNC). The role is to:
- 1.5.2. Promote the maximum public interest and benefit from the recovery, recording and research of portable antiquities;
- 1.5.3. Promote best practice by finders/landowners and archaeologists/museums in the discovery, recording and conservation of finds made by the public;
- 1.5.4. In partnership with museums and others, raise awareness among the public, including young people, of the educational value of recording archaeological finds in their context;
- 1.5.5. Facilitate research using PAS data;
- 1.5.6. Create partnerships between finders and museums/archaeologists to increase participation in archaeology and advance our understanding of the past;
- 1.5.7. Support the Treasure Act, and increase opportunities for museums to acquire archaeological finds for public benefit.

1.6. Specific tasks of the Finds Liaison Officer:

- 1.6.1. Recording of archaeological finds onto the national database;
- 1.6.2. Supporting HM Coroner with the appropriate recording of Treasure cases and ensuring individual finders fulfil their obligations under the Treasure Act.
- 1.6.3. Direct liaison with finders;
- 1.6.4. Holding outreach events, such as finds days, attending metal detecting club meetings and giving talks to national and local groups and societies;
- 1.6.5. Facilitating displays of finds recorded by the Scheme in museums and elsewhere;
- 1.6.6. Training and working with volunteers to increase the number of finds recorded;
- 1.6.7. Compiling and submitting information and summary data for use in annual reports and other publications in print and online.
- 1.6.8. Undertaking educational work in line with the aims of the PAS.
- 1.6.9. Working with the press/media to promote the work of the Scheme.
- 1.6.10. Submitting the quarterly returns to the national Scheme for the drawdown of grant funding.

1.7. Provision of Suitable Office Space and Working Practices

- 1.7.1. The Archives Service building at Wootton Hall Park, Northampton NN4 8BQ was previously an asset of Northamptonshire County Council, that transferred to WNC on 01 April 2021.

- 1.7.2. The two authorities agree that suitable space to house the PAS library of resources will be provided within this building; this includes the provision of suitable shelving for reports and other hard copy resources, photographs and drawings.
- 1.7.3. The FLO is expected to be peripatetic as part of the role in order to fulfil her/his responsibilities. Details will be negotiated with individual post holders. The expectation is that the FLO will:
 - a. require some time for home working (up to 2 days a week);
 - b. hold regular finds meetings at locations in both North and West Northamptonshire on pre-publicised dates; and
 - c. undertake a regular professional support role at Chester Farm, for which North Northamptonshire is the Lead authority.

1.8. The maintenance of the PAS database

- 1.8.1. The PAS database is nationally hosted. The local post holder is proposed to be employed and will have access to the database both while working in the office or remotely / from other locations.

2. STAFFING

2.1. Total Staff for Service Provision

- 2.1.1. One FTE renewable contract.
- 2.1.2. At the commencement date of this Service, the PAS is staffed by one professional archaeologist with extensive experience of working with archaeological finds.
- 2.1.3. Any appointment to the role shall be done jointly between WNC and The British Museum according to agreed process.
- 2.1.4. The Councils agree to ensure that adequate training is provided to enable staff to fulfil their work responsibilities adequately.
- 2.1.5. Staff will be enabled and supported to attend the relevant professional PAS national and regional forums.
- 2.1.6. WNC shall comply with the requirements of the Scheme, as set out in the MOU between WNC and The British Museum.

3. ASSETS / PREMISES

3.1. Locations of Premises from which the Services will be Provided

- 3.1.1. Wootton Hall Park, Northampton and other localities as necessary for 'finds surgeries'. Such find surgeries are used for short half day sessions at e.g. museums or libraries across the country.

4. REPORTING, MONITORING AND REGULATORY COMPLIANCE

4.1. Service Reporting and Monitoring Requirements

- 4.1.1. To deliver services in accordance with the Memorandum of Agreement held with the Scheme manager, (The British Museum);
- 4.1.2. To ensure local data is submitted to enable central reports to be compiled accurately and in a timely way.
- 4.1.3. The two authorities will meet once a year to review progress and key data relating to the FLO, using the reports compiled centrally.

5. ADDITIONAL INFORMATION / DOCUMENTS

5.1. Memorandum of Agreement with the British Museum.

6. INFORMATION GOVERNANCE

6.1 The Councils agree that the information in the PAS database is the property of the British Museum, however, the finds data will be accessible to residents across both West and North Northamptonshire, as well as from across the country.

7. DATA PROCESSOR AGREEMENT

Heritage - PAS	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The provision of a Northamptonshire Finds Liaison Officer to meet the 'hosting' requirements of the national Portable Antiquities Scheme, maintenance of local accessibility to the PAS electronic datasets and the development, promotion and participation in, local, regional and national projects for PAS.
Duration of the processing	Ongoing
Nature and purposes of the processing	Personal data is processed, amongst other things, for the following purposes: <ul style="list-style-type: none">• Enquiries• Processing payments• Researchers
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, contact details, email address, postal address
Categories of Data Individual (e.g., staff, client)	Members of the public, residents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data to the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	UK GDPR Art 6,1(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes; UK GDPR Art 6,1(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;

Heritage - PAS	
Description	Details
	<p>UK GDPR Art 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;</p> <p>UK GDPR Art 6,1(f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.</p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place
FUNCTION / SERVICES	Northamptonshire Archaeological Resource Centre (ARC)
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1. Statutory Functions / Service**

- 1.1.1. The Northamptonshire Archaeological Resource Centre, (ARC), is to be provided to meet requirements of the National Planning Policy Framework; it will act as the publicly accessible archaeological archive repository for, and actively accession, archaeological archives, generated from all developer-led archaeological fieldwork and appropriate archives from community archaeology groups, research excavations and members of the public within the ceremonial county of Northamptonshire.
- 1.1.2. The ARC will act as the central Archaeological Archive Repository for all archaeological archives from Northamptonshire; providing open public access to all its collections and facilities to researchers.
- 1.1.3. All accessioned archaeological archives will be required to meet the standards outlined in the Northamptonshire Archaeological Archives Standard document, which will be kept up to date with current best curatorial practice by the ARC staff.
- 1.1.4. ARC will:
- a. Provide active long-term curation and storage in the correct environmental conditions.
 - b. Ensure archives are properly packed and protected within the store to ensure they are accessible for future generations.
 - c. Maintain a catalogue of all collections in order to make archives accessible to the public.
 - d. Provide volunteer opportunities to members of the public to develop their skills and engage with archaeological material.
 - e. Provide outreach and educational opportunities to the public, schools and higher educational institutions.
 - f. Make archaeological artefacts available for short or long-term loans to museums and other heritage organisations, locally and nationally, for exhibitions and display. This ensures those organisations do not need to take on the storage burden of the rest of the archive.
 - g. Provide loans of archaeological material for research to other institutions such as universities or professional archaeological units.

- h. Update the Northamptonshire Archaeological Archive Standards to ensure that the ARC and archaeological fieldworkers in Northamptonshire are following current best practice within the archaeological sector.
- i. Monitor the deposition of digital archaeological archives with appropriate bodies (currently CoreTrustSeal accredited digital archive repositories including the Archaeological Data Service).
- j. The ARC is to only store material defined as archaeological archives by the European Archaeological Council 'ARCHES' 2014 guidance or any updated version of this.

1.2. Statutory Requirements / Regulatory Approvals

- 1.2.1. Once open and complete, the ARC, as part of Chester House Estate, will apply for Arts Council England (ACE) Museum Accreditation status. As an organisation 'Working Towards Accreditation' or with 'Accredited' status, the ARC would be meeting nationally agreed standards and requirements outlined in ACE's Accreditation Standard document. The Organisation must be fully open to the public prior to applying for ACE accreditation.

2. STAFFING

2.1. Total Staff for Service Provision

- 2.1.1. One full time permanent contract is the minimum required to operate the Service. The expectation is that the Archaeological Archives Curator is a professional archaeologist who has prior experience managing archaeological archive or museum collections.

3. ASSETS / PREMISES

3.1. Locations of Premises from which the Services will be Provided.

- 3.1.1. Northamptonshire Archaeological Resource Centre at Chester House Estate, Higham Road, Irchester, Northamptonshire, NN29 7EZ.

4. REPORTING, MONITORING AND REGULATORY COMPLIANCE

4.1. Service Reporting and Monitoring Requirements

- 4.1.1. Once a part of the ACE Museum Accreditation scheme, the Service will comply with nationally agreed standards.
- 4.1.2. Local reporting arrangements to be agreed between the Parties.

5. FEES / CHARGES

- 5.1. The deposition fee for archives produced as a result of developer-led archaeological fieldwork will be agreed between NNC and WNC annually, or otherwise as required.

6. ADDITIONAL INFORMATION

- 6.1. In the event of Termination, considerations will be needed in respect of separation of both Parties' archive holdings. Assistance from Historic England's Archaeological Archive team and Arts Council England is likely to be required.

7. IT & INFORMATION GOVERNANCE

7.1. Service IT / Data Systems

- 7.1.1. The EMu database systems holds the main ARC collections dataset. This database is currently managed and remotely hosted by supplier, Axiell ALM. Access to the database will be provided to WNC via the Northamptonshire Historic Environment Record (HER) based at the Northamptonshire Archives Service.

- 7.1.2. The ARC does not have capacity to suitably curate digital archaeological documentary archives. Therefore, development-led archaeological projects are required to deposit these aspects of their archives with a suitable accredited digital archive repository such as the Archaeology Data Service. Accreditation is currently provided by CoreTrustSeal.
- 7.1.3. The ARC plans to digitise its collection of slides and photographs.
- 7.1.4. The ARC requires access to the HER library, which is part of the Northamptonshire Archives and Heritage Service.

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place
FUNCTION / SERVICE	The Chester House Estate
SERVICE TREATMENT LEAD	Lead
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1. Statutory Functions / Services**

- 1.1.1. The Chester House Estate (“CHE”) is a facility that is currently being renovated in readiness for opening in July 2021. CHE will be open for public access. CHE is a nationally significant heritage site, being one of the few places in the country which can demonstrate over 10,000 years of human activity.
- 1.1.2. The services being delivered as part of this arrangement include: CHE offers free entrance to visitor for its attraction which includes a museum, education centre for schools, overnight accommodation, restaurant and café, artisan shopping, wellbeing centre, events venue, weddings venue and volunteering hub Joint with the Northamptonshire Archaeological Resource Centre (“ARC”).
- 1.1.3. CHE was jointly funded with the National Heritage Lottery Fund (“NHLF”)
- 1.1.4. The operation of CHE will be supported by an innovative approach to income generation. The aim is to develop the whole as a multi-use site making maximum use of spaces for different purposes and audiences and thereby generating optimum levels of income.

1.2. Statutory Requirements

- 1.2.1. There will be applicable statutory requirements in the provision of CHE which will be reviewed between the Parties.

1.3. Primary Purpose of Hosted / Lead Provision

- 1.3.1. Sharing the services delivered at CHE will enable ongoing support and protection as well as ensuring responsibilities for the listed buildings and scheduled monument are adhered to.

2. OUTSOURCING**2.1. External Providers includes:**

- a) National Heritage Lottery Fund; and
- b) Powells Contractor and Building Team.

2.2. Supplier contracts

- Powells Limited – Contractor;
- Kinver Business Solutions Limited - Project Management;
- Butress Architects Limited - Design Team; and
- Simon Leach Design - Interpretation Design.

3. STAFFING

3.1. Total Staff for Service Provision

- 3.1.1. There are currently 3 Full Time Equivalent (FTE) employees who are employed on permanent and casual basis. From 01 April 2021, there are likely to be up to 10 FTE who will be employed on permanent and casual basis. All staff will be employed by NNC.
- 3.1.2. The staff will be based at NNC (site to be confirmed).

4. ASSETS / PREMISES

4.1. Locations of Premises from which the Services will be Provided

- 4.1.1. Assets to be used in delivering the services at CHE will be located at Chester House Estate, Higham Road, Little Irchester, Wellingborough, Northamptonshire, NN29 7EZ. CHE.

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1. Service Reporting and Monitoring Requirements

- 5.1.1. Service reporting and monitoring requirements includes Footfall, NLHF data, Historic England, P&L data etc.

5.2. Service Regulatory Requirements / Approvals

- 5.2.1. Building works at CHE will need to be signed off by the funders once it becomes operational.

5.3. Service Inspection / Certification Requirements

- 5.3.1. Building Control inspection is due post completion

6. FEES / CHARGES

6.1. Fees / Charges for Public / Third Party Use of Service

- 6.1.1. The service provided by CHE will be income generating through a P&L account. As such, charges will apply to the public for a range of services such as weddings and conferencing, lease of spaces, rental of accommodation etc.
- 6.1.2. Full details of fees and charges to be confirmed.

7 IT & INFORMATON GOVERNANCE

- 7.1 Details relating to IT Systems and IG arrangements are being finalised.

SCHEDULE 2 G1-G3

Waste Management

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place & Economy
FUNCTION / SERVICES	Growth and Regeneration - Minerals and Waste Planning
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICES**1.1 Statutory Function / Services**

1.1.1 The Minerals and Waste Planning Service is part of the Growth and Regeneration Division of North Northamptonshire Council and includes;

1.1.1 Development Management (dealing with planning applications) for minerals and waste development; Development Management for Regulation 3 development related to former Northamptonshire County Council functions;

1.1.2 Minerals and waste planning policy and monitoring; and

1.1.3 Enforcement and monitoring of minerals and waste development.

1.2 Additional Services

1.2.1 Providing a planning archaeology service (advice/guidance on the archaeological impact of new development to the planning authorities of NNC and WNC);

1.2.2 Providing natural environment advice on the ecological/biodiversity impact of new development to the planning authority of NNC and WNC

1.2.3 Providing the role of Common Land and Village Green Registration Authority for NNC and WNC;

1.2.4 Providing a minerals and waste planning service (various roles) under Service Level Agreements (“SLA”) to some neighbouring minerals and waste planning authorities such as, Oxfordshire County Council, Milton Keynes Council, Peterborough City Council, Leicester City Council and Cambridgeshire County Council.

1.2.5 The Service will be provided and delivered by NNC on its own behalf and on behalf of the areas covered by WNC (set out in the various SLA’s in place)

1.3 Excluded Functions / Services

1.3.1 No statutory minerals and waste matters are excluded from the Services which will be provided as part of this contract.

1.4 Details of Function

1.4.1 The primary purpose of sharing the Service is to ensure that:

1.4.1.1 in the short to medium term, the quality and in particular, the resilience of the Service being provided are maintained across NNC and WNC;

1.4.1.2 duplication costs arising from splitting the Service are saved; and

1.4.1.3 during the period within which this Services are delivered, a long term way forward for how minerals and waste planning, the provision of archaeological and natural environment advice and the work of the common land and village green registration authorities for NNC and WNC will be explored and agreed.

2. OUTSOURCING

2.1 External Providers are as set out below:

2.1.1 (Third Party) Contracts include:

2.1.1 Idox: this is a development management system used as part of the Service provision and delivery; and

2.1.2 Global Mapping: provides an interactive policies map associated with the extant Northamptonshire Minerals and Waste Local Plan.

2.1.3 The contracts set out in this paragraph 2.1 will expire during the arrangement and will be required to be either procured during the lifetime of this arrangement, rolled forward/over or integrated with new systems encompassing the former local planning authorities of Corby, Kettering, Wellingborough and East Northamptonshire.

3. STAFFING

3.1 Total Staff for Service Provision

3.1.1 The team comprises 12 members that will be employed by the Lead Authority (NNC).

3.1.2 The staffing levels requires 11.6 Full Time Equivalent (FTE).

3.1.3 All staff will continue to work from One Angel Square, Angel St, Northampton NN1 1ED except two staff who are permanent home workers.

3.1.4 All staff will work from home whilst Covid-19 restrictions are in place

4. FINANCE

4.1 The total budget allocated for the delivery of this Service is £318,898.00.

4.2 The total budget for delivery of the Services has been apportioned on a 50/50 basis with £159,449.00 allocated to NNC and £159,449.00 allocated to WNC.

4.3 The Service functions on the basis of income targets that need to be fulfilled comprising Planning Application fees, consultancy work / SLA charges for other councils, charging for pre-application discussions with prospective applicants where appropriate and statutory monitoring of mineral and waste disposal sites.

4.4 Over the last three years, delivery of the Service has resulted in underspends (as a result of income from recovered planning fees being greater than expected and/or from work undertaken for other planning authorities which resulted in greater and expected income than anticipated).

5. ASSETS / PREMISES

5.1 Locations of Premises from which the Services will be provided

5.1.1 The Service will be delivered from One Angel Square, Angel St, Northampton NN1 1ED. This location will be the official base (in the medium term until long term arrangements are agreed).

6. REPORTING, MONITORING AND REGULATORY COMPLIANCE

6.1 Service Reporting and Monitoring Requirements

6.1.1 Delivery/Provision of the Services requires compliance with national indicators as set by Central Government relating to the speed and quality of determining minerals and waste planning applications. This national requirement will be reported separately by NNC and WNC (through information provided by the Minerals and Waste Planning Service). Local indicators that incorporate and expand upon the national ones can also be established for both NNC and WNC.

7. QUASI-JUDICIAL FUNCTION

7.1 Decisions in which the provider Authority Will Determine Appeals / Referrals

7.1.2 Quasi-judicial decisions are made through the separate Planning Committees for NNC and WNC) this will form part of the democratic arrangements in both NNC and WNC.

7.1.3 There are no known current disputes, investigations, complaints etc. relating to the Service.

8. FEES AND CHARGES

8.1 There are fees and charges applicable to the Service delivery relating to planning fees (for processing and determining a planning application) and monitoring fees (for monitoring mineral extraction and waste disposal sites). The applicable fees are nationally set by Central Government.

9. ADDITIONAL INFORMATION

9.1 The additional services/arrangements referred to above may require revised working arrangements post vesting day and the Councils agree to work in co-operation in planning the future of the Services delivered under the Agreements.

9.2 The known risks at commencement of this Agreement are those relating to the resilience of the Service as a result of historic recruitment and retention difficulties and continuing to meet income targets that (a) rely on planning application income and (b) a continued ability to win contracts with other planning authorities.

10. IT & INFORMATION GOVERNANCE

10.1 Service IT Systems

10.1.1 The IT Systems used in delivery of the Service includes:

- i) Idox: a development management system; and
- ii) Global Mapping: provides an interactive policies map associated with the extant Northamptonshire Minerals and Waste Local Plan.

11. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Development control services including waste, minerals	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The provision of a minerals and waste planning service to oversee and monitor development management and the waste planning policy under Service Level Agreements to affiliated mineral and waste planning authorities.

Development control services including waste, minerals	
Description	Details
Duration of the processing	Ongoing
Nature and purposes of the processing	<p>Personal data will be processed for the following purposes:</p> <ul style="list-style-type: none"> • Public engagement • Complaints
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, email address, tel no., postal address
Categories of Data Individual (e.g., staff, client)	Members of the public, residents
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	<p>UK GDPR Art 6,1(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;</p> <p>UK GDPR Art 6,1(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;</p> <p>UK GDPR Art 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;</p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place
FUNCTION / SERVICE	Waste Management – Residual Waste and Closed Landfills
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTIONS AND SCOPE OF SERVICES

1.1 This Schedule provides a framework for the provision of Waste Management Functions and Services (the “Services”) discharged by either WNC on behalf of NNC or NNC on behalf of WNC, pursuant to the terms of the “Inter Authority Agreement” (IAA). This Schedule also provides a mechanism to calculate the amount to be recharged between the Parties in relation to Waste Management Services.

1.2 This Schedule sets out;

1.2.1 The management of contractual arrangements for the treatment and disposal of residual waste arising in West Northamptonshire;

1.2.2 The management of closed landfill sites that are located within West Northamptonshire by North Northamptonshire Council areas; and

1.2.3 The provision of a Waste Education Officer resource by WNC to NNC

1.3 The Waste Management Functions and Services (the “Services”) include the Services set out in table 1 below and include the separate Schedule for Household Waste Recycling Centre (HWRC) services. It is proposed that the Waste Management Services (with the exception of the HWRC Contract), will be disaggregated within or after 12 months, in accordance with the terms of the Inter Authority Agreement (“IAA”).

Table 1 showing a summary of the services which form part of this Schedule, including the duration of each Service.

Service	Timescale
a) Management of contractual arrangements for Residual Waste.	12 months from 01 April 2021.
b) The management of Closed Landfill Sites.	12 months from 01 April 2021.
c) Management of Household Waste and Recycling Centres (“HWRC”) services and associated contracts.	Until expiry of HWRC contract for 31 March 2025.
d) Provision of Waste Education Officer Resource	Until 30.9.21 or terminating sooner by mutual agreement of both Parties.

1.4 Residual Waste: The provision of arrangements for the treatment and disposal of residual waste are made to fulfil the party’s statutory duty under section 51 of the Environmental Protection Act 1990 and associated legislation and statutory guidance.

- 1.5 Closed Landfills: The management of closed landfills to be carried out in accordance with Part IIA of the Environmental Protection Act 1990 and associated legislation and statutory guidance.
- 1.6 In total, the costs of the services provided by NNC on behalf of WNC are approximately £10m in revenue.
- 1.7 Ten posts (equivalent to 10.46 FTE) and 9 members of staff will be TUPE transferred under the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 to NNC to provide the services within the scope of this Schedule and the Schedule for the provision of HWRC services. These Officers will be hosted by NNC until the disaggregation. Note that establishments costs that have been disaggregated were based on 11 posts (including the Head of Service) which may require consideration as part of the disaggregation.

1.8 Additional services

- 1.8.1 The Service includes the provision of a Waste Education Officer resource by WNC to NNC. This arrangement has been in place for six months and will continue until the end of September 2021; it is not delivered under the IAA however is deemed integral to the Service and is therefore included in this Schedule.

2. SERVICE SPECIFICATION

Residual Waste

- 2.1. For the duration of the initial hosting period, NNC will manage the contracts that were originally held by Northamptonshire County Council (NCC") on behalf of itself and on behalf of WNC. Specifically, contracts such as:
- 2.1.1. Residual Waste Treatment Contract Lot 1 (AmeyCespa) which primarily accepts waste from the former area of South Northamptonshire; and
- 2.1.2. Residual Waste Treatment Contract Lot 2 (Suez) which primarily accepts waste from the former areas of Daventry and Northampton.
- 2.2. In managing these contracts, NNC will
- 2.2.1. Ensure that the contractor provides the services in accordance with the terms of their contract, with NNC contract managers using their reasonable discretion as appropriate. Where WNC may be adversely affected by use of contract management discretion, the Parties will review significant decisions and reach a joint agreement on the contract management approach to be taken;
- 2.2.2. Inspect delivery points to ensure they contractors are compliant with the contract specification and that they are safe;
- 2.2.3. Liaise with the relevant contractor as necessary to resolve any issues that arise are adequately dealt with;
- 2.2.4. Apply contractual defaults where appropriate;
- 2.2.5. Hold regular contract review meetings with the contractors ensuring that the relevant WNC representative is invited to all such meetings.
- 2.2.6. Ensure that robust business continuity arrangements are in place;
- 2.2.7. Audit the data received from the contractor to ensure it is accurate;
- 2.2.8. Manage the payment process with the contractor, by paying the contractors' valid invoices in accordance with the contractual payment terms;
- 2.2.9. Balance the waste between the 3 residual waste contracts to ensure the lowest possible cost for the Authorities, acting fairly between NNC and WNC;
- 2.2.10. Manage the cost recharge process between NNC and WNC;

- 2.2.11. Manage the annual reconciliation process related to the percentage of waste that has actually been treated compared with the contractual targets and recover any associated monies from the contractor; and
- 2.2.12. Provide information to WNC on request, regarding the management of residual waste in a transparent and timely manner (taking into account 2.24).
- 2.3. NNC will administer the Charity Waste Permit system on behalf of WNC including:
 - 2.3.1. Overseeing the charity waste permits system, trouble shooting and resolving issues when they arise;
 - 2.3.2. Undertaking appropriate checks and audits to seek to identify potential fraudulent use of charity permits and take appropriate action;
 - 2.3.3. Liaise with charities who apply for a permit or who have complaints related to the system; and
 - 2.3.4. Liaise with the contractors where issues with the system occur.
- 2.4. The costs and income associated with the treatment of residual waste, the management of the residual waste contracts, and the administration of the charity waste permit system will be recharged by NNC to WNC in accordance with the recharge mechanism set out in this Schedule.
- 2.5. In order for NNC to provide Residual Waste services on behalf of WNC, a licence will be entered into for the use of Brackmills Waste Transfer Station, which is occupied by Suez in their capacity as the Lot 2 Residual Waste Contractor.
- 2.6. It is recognised that during the 2-year period in advance of the current expiry of the Residual Waste contract, (which is currently on 31 March 2023, but can be extended by a further 2 years until 2025), both WNC and NNC will review the contracts and consider options for future provisions. As each Authority develops its own strategy, the Authorities agree to share their plans in the spirit of cooperation, and being open to the possibility that developing future infrastructure (e.g. treatment facility, or network of transfer stations) may enable the best value solution for both Authorities.

Closed Landfill Management

- 2.7. For the duration of the initial hosting period, NNC will manage the four closed landfills listed below and the associated contracts, which are located in West Northamptonshire:
 - 2.7.1. Gayton located at Gayton Landfill, *Gayton Road, Milton Malsor*, Northampton, Northamptonshire, NN7 3AB;
 - 2.7.2. Dodmoor located at Dodford Closed Landfill, Near Weedon, Northamptonshire
 - 2.7.3. Farthinghoe; and
 - 2.7.4. Woodford Halse.
- 2.8. Note that Portley Ford is the fifth closed landfill located in the WNC area, which has been sold therefore, no routine maintenance or monitoring is required. However, liability for this site will remain with WNC.
- 2.9. The management of the closed landfills listed above is carried out via a portfolio of contracts including:
 - 2.9.1. Operation and Maintenance of Gayton closed landfill leachate treatment plant;
 - 2.9.2. Grounds Maintenance contract;
 - 2.9.3. Technical Support Framework & associated call off contracts.
- 2.10. Note that the current grounds maintenance contract (2.9(ii)) expires 14 May 2021 and a replacement contract will require procurement for WNC. Since this procurement falls within the period that these services are hosted by NNC, NNC will lead this procurement process on behalf of, and in consultation with WNC at every stage of the procurement process.
- 2.11. In managing closed landfills and the associated contracts, NNC will:

- 2.11.1. Ensure the contractors provide the service in accordance with the contract;
 - 2.11.2. Inspect the Closed Landfills to ensure the risks are being managed;
 - 2.11.3. Liaise with the contractors on a regular basis to resolve any issues; Ensure that a representative for WNC receives an open invite to all meetings with the contractors;
 - 2.11.4. Ensure that robust emergency and business continuity arrangements are in place;
 - 2.11.5. Identify future work that is required to reduce the risks presented by the portfolio of closed landfills in WNC, whilst being mindful of budget constraints;
 - 2.11.6. Hold regular contract meetings;
 - 2.11.7. Liaise with the regulator, landowners, land agents, and other partners and statutory bodies as and when required;
 - 2.11.8. Manage the payment processes with the contractors;
 - 2.11.9. Manage the recharge processes between NNC and WNC; and
 - 2.11.10. Provide information to WNC on reasonable request, regarding the management of closed landfills in a transparent and timely manner.
- 2.12.** The costs associated with the management of closed landfills will be recharged by NNC to WNC in accordance with the recharge mechanism set out in this Schedule.
- 2.13.** In order for NNC to manage the closed landfills on behalf of WNC, licence will be entered into for the 4 sites listed under paragraph 2.7 above.

Waste Education Officer

- 2.14.** WNC will provide and manage Waste Education Officer resources to NNC for an initial period of 6 months from 1 April 2021.
- 2.15.** Waste education activities provided by the Waste Education Officers will include, but not be limited to:
- 2.15.1. Social media activity;
 - 2.15.2. Communications to residents regarding waste services;
 - 2.15.3. Waste related campaigns; and
 - 2.15.4. School visits.
- 2.16.** Work to be completed by the Waste Education Officers on behalf of NNC shall be agreed in advance and be designed to support identified key messages as part of the overarching communications strategy for waste.
- 2.17.** On a monthly basis, a log of the activities, allocated time and evaluation of activity will be shared with NNC, with the aim of ensuring equal waste education officer time between WNC and NNC.
- 2.18.** Any additional costs associated with the campaigns or activities conducted by the waste education officers (e.g. materials, printing, etc.) will be paid for by the council that the activities are carried out on behalf of and costs will be agreed with the relevant council before expenditure is incurred.

3. DATA MANAGEMENT

- 3.1.** The authorities will exchange information and data in a transparent and timely way and in an agreed format in order to enable the provision of services, progress any enforcement action and provide information for audit purposes. Due regard will be given to data required for any statutory returns and new requests for data will be made in a timely manner to enable the flow of information to be managed appropriately.
- 3.2.** All personal information will be managed in accordance with the General Data Protection Regulations and within the terms of the Inter Authority Agreement between WNC and NNC and Appendix 1 (Data Processing Agreement).

3.3. Data and Information that is specific to waste services includes, but is not limited to the following categories:

(i)	Tonnage data related to contract management and invoicing.	Provided by NNC to WNC at least monthly (noting that this data is normally in arrears), and exchanged between authorities as necessary in response to ad hoc requests.
(ii)	Tonnage data related to performance reporting or completion of waste data flow (for WDF, please also refer to 2.23)	Provided by NNC to WNC at least monthly, and exchanged between authorities as necessary in response to ad hoc requests.
(iii)	Financial data related to contract management and invoicing.	Provided by NNC to WNC at least monthly, and exchanged between authorities as necessary in response to ad hoc requests.
(iv)	Financial data related to budget monitoring, analysis, and planning.	Provided by NNC to WNC at least monthly, and exchanged between authorities as necessary in response to ad hoc requests.
(v)	Financial and tonnage data required to support a zero base budgeting process in WNC.	This will require provision of information and NNC Officer support to enable the process.
(vi)	Information required to respond to FOIs and EIRs related to all aspects of the service.	Provision of information as necessary between NNC and WNC.
(vii)	Information required to respond to complaints and service requests.	Provision of information as necessary between NNC and WNC.
(vii)	Information required to take enforcement action.	Provision of information as necessary between NNC and WNC.
(viii)	Information to help respond to Member and MP enquiries.	Provision of information as necessary between NNC and WNC.
(ix)	Information to help inform committee and decision making processes.	Provision of information as necessary between NNC and WNC.
(x)	Information required to be provided to or requested by a regulatory body.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xi)	Environmental Monitoring Information related to closed landfills.	Provision of information as necessary by NNC to WNC.
(xii)	Information related to a charity which has applied for a charity waste permit.	Provision of routine and ad-hoc information as necessary between WNC and NNC in order to authorise disposal or take enforcement action.
(xiii)	Information related to health and safety incidents in connection with the arrangements for the disposal of residual waste or the management of closed landfills.	Provision of routine and ad-hoc information as necessary between WNC and NNC.

(xiv)	Information related to the 'in to win' food waste campaign.	Provided by WNC to NNC at least monthly, and exchanged between authorities as necessary in response to ad-hoc requests.
(xv)	Information related to the activities of the waste education team.	Provided by WNC to NNC at least monthly, and exchanged between authorities as necessary in response to ad-hoc requests.
(xvi)	Information related to 'business continuity' to ensure continued service provision.	Information to be exchanged where necessary in order to facilitate continuity of services within the scope of this Schedule.
(xvii)	Information required to inform a risk register.	Provision of information as necessary by NNC to WNC.
(xviii)	Minutes, notes and action points from meetings with contractors.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xix)	Information relating to any notice, order or instruction issued or served on it by a Regulatory Body relating to the Service Delivery or IAA	Provision of information as necessary between NNC and WNC.
(xx)	Information covered under any non-disclosure or confidentiality agreements that affect service provision relating to the shared service element.	Where Lead Authority is bound by contract to confidentiality but that Contract is for service provision across WNC and NNC, officers shall share relevant information required in the ongoing management or commissioning of services.

- 3.4.** Note that the categories of information listed in the table above are not 'all-inclusive' and where it is reasonable, information related to the services within the scope of this Schedule should be exchanged on request.
- 3.5.** Data required to be entered onto a Waste Data Flow which is within the scope of the services detailed within this Schedule will be completed by NNC on behalf of WNC during the term of the hosting arrangement. For clarity, this data will be the data entered previously by NCC in its capacity as waste disposal authority, including questions Q11, Q14, Q23, Q25, Q26 and Q100, but which may be adjusted if Waste Data Flow change any of the data required or questions asked. NNC will also be required to help reconcile and resolve WNC data issues as it would have previously in a two tier-format.
- 3.6.** Timescales for the receipt of information between Parties will be agreed for each request and should be reasonable and achievable. If the timescales are particularly short, these should be justified.
- 3.7.** Where possible, requests for information related to the services that are within the scope of this Schedule will be coordinated by the Business Support Manager (a role that will TUPE from NCC to NNC) in order to avoid duplicate or repeat requests for information, or to moderate requests that may take an unreasonable amount of time to fulfil.
- 3.8.** In the spirit of transparency, where it is reasonable for WNC to request data relating to NNC only, this should be shared. For example, this may relate to the performance of the residual waste contractors in meeting their targets, or communication from a regulator body, or to inform a response to a general enquiry from a member of public or elected member.

3.9. Meetings between officers representing WNC and NNC will be held at least monthly and more frequently if required to enable the exchange of information, resolution of issues and continued transformation post vesting day.

4. FINANCIAL CONTROLS AND RECHARGES

- 4.1. Payment for waste collected in the WNC area and treated or disposed under the Lot 1, Lot 2 or Lot 3 residual waste contracts (i.e. residual and ad hoc wastes), will be charged at the applicable tonnage rate, recognising that there are different rates for treatment and disposal per tonne in each of the three contracts. For the avoidance of doubt, no additional costs should be added to these rates without prior agreement and in accordance with the terms of the IAA.
- 4.2. Any contractual performance deductions or payments received as a result of the contractual annual payment reconciliation that relate to Lot 1 or Lot 2 will be reimbursed to WNC by NNC.
- 4.3. All calculations related to the cost of treatment and disposal of residual waste will be made in accordance with the recharge mechanism (as set out in Appendix A of this Schedule).
- 4.4. Income relating to Brackmills Waste Transfer Station will be credited to WNC since Brackmills is part of the Lot 2 residual waste contract. For the avoidance of doubt, 100% of the rent and 100% of the royalty received as a result of 3rd party waste will be deducted from the amount due to be paid by WNC to NNC for residual waste services.
- 4.5. The standard income received which is related to the inclusion of Waste Education within the Lot 1 and Lot 2 residual waste contracts will be deducted from the amount due to be paid by WNC to NNC for the residual waste service. For the avoidance of doubt, NNC will retain the income received for 'waste education' within the Lot 3 residual waste contract.
- 4.6. Payment for the management of closed landfills will be charged for work completed or utilities provided at the closed landfill sites which are located in WNC (listed under 2.7 above).
- 4.7. Costs associated with the officers who were previously employed by Northamptonshire County Council and who are hosted by NNC will be recharged at 50% of their costs for the hosting period. Note that these costs will include, for the initial hosting period, the staffing costs associated with the provision of the HWRC services.
- 4.8. The costs associated with the travel required to inspect waste sites which are within the scope of this Schedule, or the HWRC sites will be recharged at 50% of the costs for the initial hosting period. These costs may include the costs associated with a lease vehicle and / or mileage expenses.
- 4.9. The costs associated with the provision of PPE required to inspect waste sites which are within the scope of this Schedule, or the HWRC sites will be recharged at 50% of the costs for the initial hosting period.
- 4.10. On a monthly basis the costs of the waste education officers (employed by Daventry Norse) will be halved and one half of the costs will be deducted from the amount charged by NNC to WNC for the other waste services that are hosted by NNC in accordance with the recharge mechanism (Appendix A)
- 4.11. Costs for the Household Waste Recycling Centre Services will be recharged in accordance with the separate Schedule for that service.
- 4.12. Any additional costs that are not foreseen or included within this Schedule will be discussed with a view to resolution that sees each council bearing its fair and reasonable share of those costs.
- 4.13. A set of financial controls will apply to all costs and invoices related to recharges detailed in this Schedule, including:
- 4.13.1. All invoices must quote a valid purchase order;
 - 4.13.2. All provisional costs to be agreed before invoices are raised;
 - 4.13.3. All invoices must give a clear and auditable breakdown of costs;
 - 4.13.4. Supporting evidence will be provided on request;

- 4.13.5. The frequency of invoices will be monthly unless otherwise agreed; and
- 4.13.6. Invoices will be paid within 30 days of receipt.
- 4.14.** Budgets for these services have been disaggregated from 01 April 2021. If tonnages are higher or lower than forecasted, this may result in overspends or underspends. These should be considered as part of the disaggregation process outlined in section 3 below, with a view to rebalancing the budgets between NNC and WNC.
- 4.15.** Detailed Service Plans will be drawn up, in accordance with the terms of the IAA, and will include financial information pertaining to the delivery of the Waste Management Functions and Services, as well as future planning for the Services.
- 5. DISAGGREGATION FOLLOWING INITIAL HOSTING PERIOD**
- 5.1.** With the exception of waste education officer resource, waste Services within the scope of this Schedule were previously provided by NCC and will be hosted by NNC for an hosting period of up to 12 months from vesting day (01 April 2021).
- 5.2.** It is proposed that the contract management of residual waste contracts and management of closed landfill sites provided by NNC to WNC will be disaggregated within the 12-months initial hosting period.
- 5.3.** The provision of the Waste Education Officer resource by WNC to NNC will be disaggregated by 30 September 2022.
- 5.4.** For the avoidance of doubt, the HWRC services that are the subject of a separate Schedule will continue to be hosted by NNC, with services provided to WNC until 31.3.2025, which is the natural expiration of the primary HWRC contract. The officers and other resources (e.g. lease vehicle), and their associated costs, which will be required to remain within NNC in order to provide the HWRC services will be agreed at the same time as disaggregating the services covered by this Schedule.
- 5.5.** For residual waste and closed landfill services, the actions related to disaggregation include the following:
- 5.5.1. Novation of relevant contracts to WNC, such as the:
- a. Lot 1 Residual Waste Contract;
 - b. Lot 2 Residual Waste Contract;
 - c. Contract for the Management of Gayton Closed Landfill;
 - d. Contract for the Grounds Maintenance of Closed Landfills in WNC; and
 - e. Contract for Technical Advice and Support related to Closed Landfills.
- 5.5.2. Enabling the Charity Waste Permit system to operate independently on a WNC and NNC basis.
- 5.5.3. TUPE of former NCC waste officers to WNC. Note that prior to vesting day, the NCC waste team have expressed a preference to work within WNC or NNC. These preferences should be taken into account, in addition to the need for a fair balance of officer resource (number of officers and skill set) between the two authorities. The TUPE process will be led by NNC as the employing authority, in consultation with WNC.
- 5.5.4. Rebalancing of the aspects of the budget related to the services previously provided by NCC to take account of adjustments to staffing costs, inaccuracies in tonnage forecasting, and any other known anomalies. (Details to be set out in Service Plans).
- 5.6.** For Waste Education Officer resource, the actions related to the disaggregation of this service include:
- 5.6.1. WNC ensuring they give notice within the required time period to Daventry Norse as the employer that this arrangement will cease on 30 September 2022;

- 5.6.2. Sharing of waste education resources between WNC and NNC in a fair manner; and
 - 5.6.3. Settlement of any redundancy costs associated with the Waste Education Officers that are payable, by sharing these costs equally between WNC and NNC and including them within the invoice for October 2022.
- 5.7. Note that during the hosting period, the former Executive Officer (EO) for the Northamptonshire Waste Partnership will form part of the WNC Highways and Waste team. The EO post will be part of the posts considered during the disaggregation process, and redundancy costs may result. In the event that there are redundancy costs, these will be shared equally between WNC and NNC.
 - 5.8. These disaggregation tasks will be led by the Assistant Directors (ADs) for Highways and Waste representing NNC and WNC, working cooperatively to ensure there is a fair and equitable solution for both authorities.
 - 5.9. If there are costs associated with the disaggregation process, then these will be accounted for in a transparent and auditable manner and shared equally between NNC and WNC.
 - 5.10. Upon the disaggregation of any of the Functions and Services set out in this Schedule, the relevant part of the recharge mechanism will cease.

6. GENERAL PROVISIONS

Commitment to existing contractual arrangements

- 6.1. Any proposed changes to the contracts which are within the scope of this Schedule will be discussed and agreed between the Parties in writing.
- 6.2. Neither NNC or WNC will take a decision which undermines an existing contractual commitment making the contractual commitment either unviable or leaving one Authority with a disproportionate share of costs.

Consideration of Savings

- 6.3. There is a duty on the Parties to work together to secure efficiencies in the provision of the Services, in line with the duty of best value.
- 6.4. If either WNC or NNC are considering options for in-year savings (during the term of this arrangement), it is agreed that neither Authority will consider options that negatively impact on the other Authority, without their prior agreement.
- 6.5. Any changes to services that affect both Parties will only be implemented with the agreement of both Parties and in accordance with the governance arrangements set out in the Administrative Agreement.

Cooperation & Review

- 6.6. Meetings between Officers representing WNC and NNC will be held at least monthly and more frequently if required to enable the exchange of information, resolution of issues and continued transformation for the duration of the term of the IAA.
- 6.7. If, within the initial 12- month hosting period, either WNC or NNC identify an issue of concern within the terms of this Schedule then Officers will meet and seek to resolve the issue, noting that this may require an amendment or variation to this Schedule.
- 6.8. Following Elections in May 2021, NNC and WNC will seek to establish arrangements for Members involvement to steer these services during the hosting period and for arrangements to enable cooperation and partnership after the hosting period in order to consider and investigate the joint delivery of some or all waste services.

Notes:

- 6.9. On transition of services to two Unitary Authorities, the budget for Residual Waste and Closed Landfill has been disaggregated and allocated to WNC and NNC. Since NNC is hosting the services and associated contracts, NNC must recharge WNC for the amounts incurred for these services.

- 6.10.** The Residual Waste budget (expenditure and income) is linked to tonnage which is variable over the year, one month cannot be taken as representative i.e. multiplying by 12 to create a full year would not be accurate. Therefore, each month an accurate calculation will be made, based on the actual tonnages received at the disposal site and invoiced to NNC, plus any fixed fees related to the service.
- 6.11.** Residual waste is treated/landfilled through either Lot 1, or Lot 2 depending on the contractual Delivery Point that waste is directed to by NNC. Note that different rates (£/t) apply to the waste which is treated and waste which is landfilled.
- 6.12.** Adhoc (hazardous waste) budget - is linked to tonnage of waste such as tyre, clinical, asbestos etc., which is variable over the year, one month cannot be taken as representative i.e. multiplying by 12 to create a full year would not be accurate. Prices are also variable between the Lots for these wastes due to different off taker. Therefore, each month an accurate calculation will be made, based on the actual tonnages received at the disposal site and invoiced to NNC, plus any fixed fees related to the service.
- 6.13.** Closed Landfill services will be recharged monthly and relate to costs associated with sites in the West Northamptonshire Council Unitary area (see point 2.7 above).
- 6.14.** Invoices are normally received from the contractor a month in arrears. Recharges to WNC will follow after contractor's invoices are verified and will be accompanied by evidence.
- 6.15.** Table 1 below itemises the revenue costs that are relevant to WNC for Residual Waste and Closed Landfill services and how these will be recharged on a monthly basis. The timing of the monthly recharges are set out in table 2.
- 6.16.** There are several annual payments payable on West Northants Closed Landfill sites linked to leases and licences to a these will be recharged at full cost to WNC.
- 6.17.** Any contractual performance deductions or payments received as a result of the contractual annual payment reconciliation that relate to Lot 1 or Lot 2 will be reimbursed to WNC.
- 6.18.** Note that the costs within the Residual Waste contracts and the Closed Landfill contracts are subject to inflationary increases annually.
- 6.19.** For the avoidance of doubt, no additional costs (e.g. on-costs) should be added to the recharges without prior agreement and due process as set out in the terms of the IAA.
- 6.20.** Capital funding for the closed landfills that has been carried forward into 2021/22 will be spent on the sites as per the original allocation.
- 6.21.** Charity Permits (managed under Staff and Establishment) cost a fixed fee, and all income will be retained by NNC in order to manage and administer the system.
- 6.22.** Recharges will be itemised in categories which will be agreed in advance in order to enable WNC to monitor and manage its budgets.

Table1:

Description	Recharge Basis
Tonnes of residual waste landfilled – gate fee	Multiply the actual tonnage of residual waste collected in WNC that have been landfilled by the Lot 1 or Lot 2 treatment gate fee.
Tonnes of residual waste landfilled – tax	Multiply the actual tonnage of residual waste collected in WNC that have been landfilled by landfill tax.
Tonnes of residual waste treated	Multiply the actual tonnage of residual waste collected in WNC that has been treated by the Lot 1 or Lot 2 treatment gate fee.
Tonnes of Ad Hoc ‘Hazardous and Additional Specified Contact Waste’ - minor materials accepted at the disposal site including tyres, clinical, asbestos etc.	They will be recharged on a monthly basis by multiplying the individual tonnage for each material collected in WNC by the specific Lot 1 or Lot 2 rate for that material from the disposal site.
“Additional Rent” (Suez)	Quarterly For trade services offered by Suez an “additional rent” is paid quarterly in arrears the total will be deducted from the total recharged amount.
Tonnes of Schools and Trade Waste	Quarterly Added to the total recharged amount.
Brackmills Lease (Suez)	Quarterly: NNC will collect the Rent from Suez quarterly in advance, the total rent will be reimbursed to WNC by making a deduction from the total recharged amount.
Waste Education Officer (Lot 1 & 2 contractor’s contribution)	The WEO payment form Lot 1& 2 will be applied to WNC as a deduction against staff costs on a monthly basis
Contract Performance Failure – Rectifications	NNC will manage the contracts and should there be a failure on Lot 1 or Lot 2 requiring a performance deduction this will be calculated by NNC and charged to the contractor. This amount will be deducted from the contractor’s subsequent invoice.

Description	Recharge Basis
	Performance deductions relating to Lot 1 or Lot 2 will be passed to WNC.
Contractual Annual reconciliation	Contractually, there is an annual reconciliation related to the percentage of waste that has been treated. This process commences after year end, and concludes by June. NNC will calculate if the diversion from landfill target for Lot 1 and Lot 2 has been achieved, if it has then there is no reconciliation. If it has not the reconciliation deduction will be payable by NNC to WNC
Closed Landfill Recharges:	
Monthly costs for Closed Landfill management (see 2.9)	The costs associated with managing the closed landfills will be accounted for in a transparent and auditable way and itemised per site. The costs associated with the sites in WNC will be recharged to WNC.
Electricity Charges for Gayton Closed landfill	For the avoidance of doubt that these will be managed by WNC and journalled to Waste. Therefore, no recharge is necessary.
Leases and Permits	Closed landfill sites have annual lease/permits these will be recharged to WNC the month following payment to the landowner/relevant authority
Staff Recharges:	
Staff Costs 1 April 2021 – 31 March 2022	Costs associated with the officers who were previously employed by Northamptonshire County Council and who are hosted by NNC will be recharged at 50% of their costs for the hosting period. Note that these costs will include, for the initial hosting period, the staffing costs associated with the provision of the HWRC services. For the avoidance of doubt, staff costs to be recharged will include salary, NIC, Pension contributions only.
Travel Costs & PPE	These costs will be recharged at 50% of the actual costs incurred by NNC to WNC.
Waste Education Officers (Daventry Norse)	The costs of the WEOs employed by Daventry Norse will be halved and one half of the costs will be deducted from the amount charged by NNC to WNC.

Description	Recharge Basis
Charity Permits	No recharge is necessary. NNC will retain the income from charity permits in order to fund the administration and management.

Table 2: This may be useful to show how and when payment periods are captured and agree invoicing deadlines

Residual/Closed Landfill	April	May	June	July	August	September	October	November	December	January	February	March
Tonnage for:	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12

Contractor Inv to NNC	May	June	July	August	September	October	November	December	January	February	March	April
	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	P13

NNC Inv to WNC	tba											

Brackmills Rent	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12
Paid to NNC	April		June			September			December			2022-23
	P1		P3			P6			P9			Q1 payable
Deduct from Inv for	P1		P3			P6			P9			TBC

Suez Additional Rent	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	
Paid to NNC				July			October			January			April
				P4			P7			P10			P13
Deduct from Inv for:				P4			P7			P10			P12

7. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Waste Disposal (including Closed Landfills) (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The management of waste disposal in accordance with EPA 1990 and supplementary statutory guidance, as well as contracted management support including operational, financial and statistical/data relating to the contract.
Duration of the processing	Hosted for up to 12 months.
Nature and purposes of the processing	Personal data is processed for various purposes including: <ul style="list-style-type: none"> Dealing with requests for services Clients who have entered into a contract with us; It is necessary to protect public health
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, address, contact details; email, tel no.
Categories of Data Individual (e.g., staff, client)	Residents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule.

Waste Disposal (including Closed Landfills) (Hosted)

Description	Details
Lawful basis	<p>UK GDPR Art 6,1(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;</p> <p>UK GDPR Art 6,1(c) processing is necessary for compliance with a legal obligation to which the controller is subject;</p> <p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2,(i) processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices, on the basis of Union or Member State law which provides for suitable and specific measures to safeguard the rights and freedoms of the data subject, in particular professional secrecy;</p> <p>DPA 2018 – Sched 1 Part 1: Para 6: <i>Statutory etc and government purposes</i></p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place - Waste Services
FUNCTIONS / SERVICES	Household Waste Recycling Centre Services (“HWRC”)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1. Statutory Functions / Services**

- 1.1.1. This Schedule provides the framework for the provision of HWRC Services by NNC on behalf of WNC. This Schedule also provides a mechanism to calculate the amount to be recharged by NNC to WNC related to the HWRC Service.
- 1.1.2. This Schedule relates to the management of the contractual arrangements for the provision of HWRC Services by NNC on behalf of WNC. In total, the cost of these Services provided by NNC on behalf of WNC is approximately £3m revenue (i.e., disaggregated budget).
- 1.1.3. The provision of HWRC Services fulfils the statutory duty under Section 51 of the Environmental Protection Act 1990 and associated legislation and statutory guidance.
- 1.1.4. The Parties agree that the intention is for the host arrangement to be in place until the expiry of the HWRC contract, that is 31 March 2025, subject to the termination provisions in the IAA.
- 1.1.5. NNC will provide to WNC the HWRC Services including related support services that are reasonably required to discharge the statutory duty in an efficient and cooperative manner.

1.2. Additional Functions / Services

- 1.2.1. NNC will administer the HWRC e-permits system on behalf of WNC, which will include:
- a. Overseeing the automated HWRC e-permits system, trouble shooting and resolving issues when they arise;
 - b. Identifying potential fraudulent use of the HWRC e-permits and resolve;
 - c. Liaising with Members of the Public who have enquiries or complaints related to the e-permits system;
 - d. Liaising with the HWRC contractor where issues with the system occur;
 - e. Enabling the extension of the HWRC e-permits system to Farthinghoe recycling centre; and
 - f. Liaise with IT where issues with the e-permits systems occur to resolve the issues.
- 1.2.2. NNC will administer the Charity Waste Permit system, on behalf of WNC enabling the disposal of recyclable waste at the HWRCs. This administration will include:
- a. Overseeing the charity waste permits system, trouble shooting and resolving issues when they arise;

- b. Undertaking reasonable audits and checks to seek to identify potential fraudulent use of charity permits and take appropriate action;
- c. Liaising with charities who apply for a permit or who have complaints related to the system; and
- d. Liaising with the contractors where issues with the system occur.

NB: that the charity waste permits system will require review as part of the disaggregation at the end of the initial hosting period.

1.3. Excluded Function and Services

1.4. The services provided at Farthinghoe recycling centre will be managed by WNC, except for the e-permits system as set out in 1.2.1 above.

1.5. Duration of Hosted / Lead Provision

1.6. For the duration of the arrangement, NNC will contract manage the HWRC Services contract and related contracts that were originally held by Northamptonshire County Council (“NCC”) on behalf of WNC. Specifically, these contracts are:

- 1.6.1. The Urbaser HWRC contract;
- 1.6.2. The ACL Wood Waste contract (and any replacement arrangements); and
- 1.6.3. The IT hosting and technical support arrangements required for the e-permits system.
- 1.6.4. In managing the Urbaser HWRC contract, NNC will:
- 1.6.5. Ensure the contractor provides the service in accordance with the contract with NNC contract managers using their reasonable discretion as appropriate. Where WNC may be adversely affected by use of contract management discretion, this will be discussed in advance between WNC and NNC with a view to reaching agreement on the approach taken;
- 1.6.6. Inspect the HWRCs to ensure that they are compliant with the contracts, fit for purpose and safe for members of the public, site staff and visitors;
- 1.6.7. Liaise with the contractors as required to resolve any issues;
- 1.6.8. Apply contractual defaults where required;
- 1.6.9. Hold regular contract meetings. Note that a representative for WNC will have an open invite to all meetings with the contractor;
- 1.6.10. Ensure that robust business continuity arrangements are in place;
- 1.6.11. Ensure that the contractor maintains the sites in a good state of repair and returns the sites to an agreed condition at the end of the contract;
- 1.6.12. Audit the data received from the contractor to ensure it is accurate;
- 1.6.13. Make arrangements for the disposal of residual waste that is collected under the HWRC contract;
- 1.6.14. Manage the payment processes with the contractor; and
- 1.6.15. Manage the recharge processes between NNC and WNC.

1.7. Arrangements for the disposal of all residual waste that is collected under the HWRC contract will be made by NNC considering the following triggers, which would prompt consultation between NNC and WNC as soon as the trigger is anticipated:

- 1.7.1. The Lot 3 contract expires;
- 1.7.2. The maximum tonnage for the Lot 3 contract is exceeded;

- 1.7.3. Any alternative arrangements made by NNC for this waste are more expensive than if the waste was treated by the Lot 3 residual waste contract; and
- 1.7.4. WNC secure arrangements that would enable residual waste from the HWRC to be treated or disposed of cheaper.

1.8. In managing the ACL wood waste contract (or any replacement arrangements), NNC will:

- 1.8.1. Ensure the contractor provides the service in accordance with the contract, with NNC contract managers using their reasonable discretion as appropriate. Where WNC may be adversely affected by use of contract management discretion, this will be discussed in advance between WNC and NNC with a view to reaching agreement on the approach taken;
- 1.8.2. Liaise with the contractor to resolve any issues;
- 1.8.3. Apply contractual defaults where appropriate;
- 1.8.4. Hold sufficient contract meetings;
- 1.8.5. Audit the data received from the contractor to ensure it is accurate;
- 1.8.6. Manage the payment processes with the contractor; and
- 1.8.7. Manage the recharge processes between NNC and WNC.

1.9. The Parties agree to work in co-operation during the host arrangement, to review the current HWRC Services including the Farthinghoe recycling centre and consider options for future provision. As each authority develops its strategy, the authorities should share their 'thinking' in the spirit of cooperation, and considering all options including a joint HWRC Service, which shall be reflected in the Service Plan for Waste Management.

2. OUTSOURCING

2.1. External Providers

- 2.1.1. Supplier contracts that will be used as part of this HWRC Service delivery include:
 - a. The Urbaser HWRC contract;
 - b. The ACL Wood Waste contract (and any replacement arrangements); and
 - c. The IT hosting and technical support arrangements required for the e-permits system.

3. STAFFING

3.1. Total Staff for Service Provision

- 3.1.1. In delivering of HWRC Services, ten posts (equivalent to 10.46 FTE) and 9 members of staff will have transferred pursuant to relevant TUPE processes, to NNC to provide the Services set out in this Schedule and the associated Schedule for provision of Residual Waste and Closed Landfill services.
- 3.1.2. These officers will be hosted by NNC until the disaggregation of the residual waste and closed landfill services Service. Officers remaining in NNC will continue to manage the provision of HWRC Services to WNC subject to the terms of the IAA and Service Plan.
- 3.1.3. The Parties acknowledge that establishments costs that have been disaggregated, were based on 11 posts (including the head of service) which may require consideration as part of the future disaggregation.

4. FINANCE

4.1. Budget Arrangements for Hosted / Lead Service

- 4.1.1. Budget and recharges will be dealt with in accordance with paragraph 9 below and Appendix A – Recharge Mechanism, taking into account the principles of the disaggregation of the budget and subject to the terms of the IAA and subsequent Service Plans.

5. ASSETS / PREMISES

5.1. Locations of Premises from which the Services will be Provided.

- 5.1.1. NNC will in provide HWRC Services at the sites listed below, which are in West Northamptonshire:
 - a. Brixworth HWRC
 - b. Daventry HWRC
 - c. Ecton Lane HWRC
 - d. Sixfields HWRC
 - e. Towcester HWRC
- 5.1.2. HWRC Services sites set out at paragraph 7.1.1 above will be owned by WNC. As a result, for NNC to provide HWRC Services on behalf of WNC, and to make use of the 5 sites, the sites will need to be leased to NNC by WNC. It is agreed that these sites will be sub-leased by NNC to the HWRC contractor to provide HWRC Services.
- 5.1.3. Note that the HWRCs will be occupied under licence between WNC and the HWRC contractor until leases are agreed between NNC and the HWRC contractor.

6. REPORTING, MONITORING AND REGULATORY COMPLIANCE

- 6.1. Local Reporting requirements to be agreed between the Parties

7. RECHARGES

7.1. Fees / Charges for Public / Third Party Use of Service

- 7.1.1. Payment for the provision of HWRC Services will be calculated in accordance with the recharge mechanism (Appendix A), which is based on the following principles:
 - a. Residual waste collected at the HWRCs in the WNC area and treated or disposed of under the residual waste contract will be charged at the applicable tonnage rate;
 - b. All separate waste types collected at the HWRCs in the WNC area which are recharged by the HWRC contractor in accordance with the contractual mechanism will be charged at the applicable tonnage rate;
 - c. All recyclables collected at the HWRCs in the WNC area, for which an income is paid by the contractor in accordance with the contractual mechanism will be credited to the WNC invoice at the applicable rate;
 - d. The income from re-used materials and associated licences will be credited to WNC based on 54% of the annual income received;
 - e. The management fee for the HWRCs located in West Northamptonshire will be charged to WNC based on the rates set out within the HWRC contract;
 - f. Handling and haulage payable under the HWRC contract and recharged to WNC will be calculated based on the tonnage collected at the HWRC sites in WNC;
 - g. Should a wood waste bonus be payable at the end of each contract year, then WNC will pay a pro-rata amount based on the ratio of tonnage of wood collected in WNC to the tonnage of wood collected in NNC;

- h. The cost of the maintenance arrangements for, or develop of, the HWRC e-permit scheme will be recharged to WNC based on 5/9 of the annual cost (adjusted according to the number of sites that are using the system);
 - i. The cost of hardware (e.g., handheld devices for site staff) required for the HWRC e-permits scheme will be recharged to WNC based on 5/9 of the actual cost, regardless of where the sites are located that require the devices since they are interchangeable between sites;
 - j. Any costs associated with the inclusion of Farthinghoe recycling centre in the e-permits system will be agreed in advance and paid for by WNC; and
 - k. Any costs associated with the necessary change in the e-permits system at the expiry of the outsystems contract will be shared between WNC (to pay 5/9) and NNC (to pay 4/9).
- 7.1.2. For the avoidance of doubt, no additional costs should be added to these rates without prior agreement.
- 7.1.3. For the avoidance of doubt, there will be no recharge associated with the rents payable for the leases related to Corby HWRC and Kettering HWRC, to WNC.
- 7.1.4. For the avoidance of doubt, there will be no recharges associated with the operation of Farthinghoe recycling centre.
- 7.1.5. For the initial hosting period of residual and closed landfill services (which will be up to 12 months) costs associated with the officers who were previously employed by Northamptonshire County Council and who are hosted by NNC will be recharged via the separate schedule for waste services (residual and closed landfill). Costs associated with travel and PPE will also be recharged via the separate schedule for waste services (residual and closed landfill).
- 7.1.6. Once the initial hosting period as terminated (12 months after vesting day or sooner), then 50% of the staffing costs associated with the provision of the HWRC Services will be recharged to WNC. Note that the officers associated with the provision of the HWRC Services will be agreed as part of the disaggregation of residual and closed landfill services, for which there is provision in the separate schedule for waste services (residual and closed landfill). Any subsequent change in the number of staff associated with the management of the HWRC Services will need joint agreement by NNC and WNC. Recharging of staff costs will be subject to the terms in the IAA and Service Plans.
- 7.1.7. Following the initial hosting period, then the costs associated with travel and PPE required for the inspection of HWRC sites will be recharged at 50% of the actual costs incurred by NNC to WNC.
- 7.1.8. Any additional costs that are not foreseen or included within this schedule will be discussed with a view to resolution in accordance with the terms of the IAA, that sees each council bearing its fair and reasonable share of those costs.
- 7.1.9. A set of financial controls will apply to all costs and invoices related to recharges detailed in this schedule, including:
- a. All invoices must quote a valid purchase order;
 - b. All provisional costs to be agreed before invoices are raised;
 - c. All invoices must give a clear and auditable breakdown of costs;
 - d. Supporting evidence will be provided on request;
 - e. The frequency of invoices will be monthly unless otherwise agreed; and
 - f. Invoices will be paid within 30 days of receipt.

- 7.1.10. Budgets for these services have been disaggregated prior to vesting day. If tonnages are higher or lower than forecast this may mean overspends or underspends may result. These should be considered as part of the disaggregation process at the end of the initial hosting period (related to the provision of residual waste and closed landfill services) with a view to rebalancing the budgets between NNC and WNC.

8. ADDITIONAL INFORMATION

8.1. Contractual Sinking Fund Payment

- 8.1.1. An annual capital payment is made to the contractor, which is known as the 'sinking fund'. The Parties agree that payment will be recharged by NNC to WNC based on 5/9 of the annual cost. This payment is accrued by the contractor and spent on capital works required at the HWRCs, only with the consent of both the contractor and the client. NNC will consult with WNC regarding and proposed capital works to be funded from the sinking fund, with a view to reaching agreement.
- 8.1.2. including allocating costs on a site-by-site basis, with a view to ensuring fair investment between WNC and NNC.

8.2. General Provisions

- 8.2.1. This agreement will conclude on the expiry of the HWRC contract (31.3.25) and payment of all remaining costs, noting that invoicing by the contractor is completed in arrears.

8.3. Upon expiry of the HWRC contract, that Parties agree that;

- 8.3.1. any funds remaining in the sinking fund will be refunded by the contractor to NNC as the Host authority. This capital refund will be shared fairly between NNC and WNC, considering the investment in sites recorded by paragraph 10.1.3.
- 8.3.2. 6 months prior to the expiry of the HWRC contract, the Parties will work together to document the assets associated with the contract and agree how these will be shared fairly between the authorities.
- 8.3.3. NNC will take all reasonable measures to ensure that the contractor complies with the terms of the provisions within the lease for vacating the sites and leaving them in a good state of repair.
- 8.3.4. It is the intention that any officers who were formally employed by NCC and which are associated with the management of these services will continue to be employed by NNC and there will be no further disaggregation of staff.

8.4. Consideration of Savings

- 8.4.1. There is a duty on both Parties to work together to secure efficiencies in the provision of these services, in line with the duty of best value.
- 8.4.2. If either WNC or NNC are considering options for in-year savings (during the 2021-22 financial year), or as part of a budget setting process for future financial years, it is agreed that neither Authority will consider options that negatively impact on the other Authority, without their agreement, or unless an agreement is made to compensate the authority which is negatively affected.
- 8.4.3. Any changes to services will only be implemented with the agreement of both parties, which will not be unreasonably withheld particularly if the changes in one authority do not directly affect the services or costs incurred by the other authority

8.5. Cooperation & Review

- 8.5.1. Meetings between officers representing WNC and NNC will be held at least monthly or as otherwise agreed the Parties to enable the exchange of information, resolution of issues and continued transformation of the Waste Management Services.

- 8.5.2. If, within the term of this Schedule, either WNC or NNC identify an issue in the Waste Management arrangements, officers will meet and seek to resolve the issue, noting that this may require an amendment or variation to this schedule, pursuant to the terms of the IAA. This Schedule should be reviewed annually as a minimum frequency.
- 8.5.3. Following elections in May 2021, NNC and WNC will seek to establish arrangements for member involvement to steer these services during the hosting period and for arrangements to enable cooperation and partnership after the hosting period to consider and investigate the joint delivery of some or all waste services.

8.6. Recharge Mechanism

- 8.6.1. On transition to two Unitary authorities, the budget for HWRC services has been disaggregated and allocated to WNC and NNC. As NNC is hosting the HWRC service and associated contracts, the Parties agree that NNC will recharge WNC for the amounts incurred for these services as set out in this clause 12.
- 8.6.2. Several parts of the HWRC budget (expenditure and income) are linked to tonnage, which is variable over the year, one month cannot be taken as representative i.e., multiplying by 12 to create a full year would not be accurate. Therefore, each month an accurate calculation will be made, based on the actual tonnages received at the HWRCs and invoiced by the operator to NNC, plus the fixed fees related to the Service.
- 8.6.3. All residual waste taken from HWRC sites is treated/landfilled through Lot 3 residual waste contract (which transfers to North Northamptonshire Council until its expiry).
- 8.6.4. HWRC residual waste is generally not suitable for treatment under the current Residual Waste Treatment Contracts due to its bulky nature. Therefore, most HWRC waste is landfilled. The Parties acknowledge that different rates (£/t) apply to the waste which is treated and waste which is landfilled.
- 8.6.5. Invoices are normally received from the contractor a month in arrears. Recharges to WNC will follow contractors' invoices that are verified and will be accompanied by evidence.
- 8.6.6. There is one annual amount of £64,927 payable to a contractual 'sinking fund' which will be recharged by NNC to WNC based on 5/9 of the annual cost. This is a capital payment.
- 8.6.7. The Parties acknowledge that the costs within the HWRC contract and the Wood Waste Contract are subject to inflationary increases annually.
- 8.6.8. For the avoidance of doubt, no additional costs (e.g., on-costs) should be added to the recharges without prior agreement between the Parties.
- 8.6.9. The table below itemises the revenue costs that are relevant to WNC for HWRC Services and how these will be recharged monthly.

Description	Recharge Basis
Tonnes of residual waste landfilled – gate fee	Multiply the actual tonnage of residual waste collected in WNC that have been landfilled by the Lot 3 treatment gate fee.
Tonnes of residual waste landfilled – tax	Multiply the actual tonnage of residual waste collected in WNC that have been landfilled by landfill tax.
Tonnes of residual waste treated	Multiply the actual tonnage of residual waste collected in WNC that has been treated by the Lot 3 treatment gate fee.
Tonnes of wood waste treated	Multiply the actual tonnage of household wood waste treated by the wood waste treatment gate fee.

Tonnes of Ad Hoc 'Hazardous and Additional Specified Contact Waste'	Note that these are minor materials accepted at the HWRCs for which a specific 'all in' handling, haulage and treatment rate applies. They will be recharged monthly by multiplying the individual tonnage for each material collected in WNC by the specific rate for that material.
Contractual Wood Waste Bonus	At year end, NNC will calculate if the wood waste target has been achieved and the amount of bonus payable. Should a wood waste bonus be payable at the end of each contract year, then WNC will pay a pro-rata amount based on the ratio of tonnage of wood collected in WNC to the tonnage of wood collected in NNC. Note this payment is normally made in June of the following financial year.
Contractual Recycling Bonus	At year end, NNC will calculate if a recycling bonus is payable and its amount. Should a recycling bonus be payable at the end of each contract year, then WNC will pay a pro-rata amount based on the ratio of tonnage of recyclables collected in WNC to the tonnage of recyclables collected in NNC. Note this payment is normally made in June of the following financial year.
Management Fee	The management fee for the HWRCs located in West Northamptonshire will be charged to WNC based on the rates set out within the HWRC contract. For 2021/22 these amounts are: <ul style="list-style-type: none"> • Brixworth £276,083.67 • Daventry £309,075.57 • Ecton Lane £346,023.93 • Sixfields £326,607.08 • Towcester £277,645.02
Waste Handling and Haulage	This handling and haulage fee varies by material and will be recharged itemised by material at the applicable rate.
Recyclables Income	A specific income per tonne is received for each recyclable material. Therefore, the income from recyclables collected in WNC will be itemised by material multiplied by the applicable income. The total will be deducted from the total recharged amount.
Reuse Income	An income from re-used materials and associated licences will be credited to WNC based on 54% of the annual income received since these materials may move between WNC and NNC. The total will be deducted from the total recharged amount.
Trade Waste Royalty	The contactor pays a royalty payment for trade waste received at the HWRCs. NNC will deduct from the recharged amount the royalty received for trade waste accepted at WNC sites monthly.

e-permits IT system hosting & maintenance	The cost of the maintenance arrangements for the HWRC e-permit scheme will be recharged to WNC based on 5/9 of the annual cost.
e-permits hardware / replacement devices	The cost of hardware (e.g., handheld devices for site staff) required for the HWRC e-permits scheme will be recharged to WNC based on 5/9 of the actual cost, regardless of where the sites are located that require the devices since they are interchangeable between sites
Staff Costs, Travel Costs and PPE 1 April 2021 – 31 March 2022	No staff costs will be rechargeable in 2021/22 since these will be recharged via the separate schedule.
Staff Costs 1 April 2022 – 31 March 2025	50% of the staffing costs associated with the provision of the HWRC Services will be recharged to WNC. For the avoidance of doubt, staff costs to be recharged will include salary, NIC, Pension contributions only unless otherwise agreed. Note that the baseline staff for managing the HWRC contract are: <ul style="list-style-type: none"> • 1x waste performance officer (ex NCC post); and • 1x waste contracts officer (ex NCC post). Proposals to change contract management resource for the HWRC Services should be made in consultation with WNC.
Travel Costs & PPE	These costs will be recharged at 50% of the actual costs incurred by NNC to WNC.

9. INFORMATON TECHNOLOGY

9.1. Service IT Systems

9.1.1. The Parties acknowledge that a contract for 'outsystems' (an IT platform necessary to host the HWRC e-permits system), is due to expire on 31 March 2022. The Parties agree to work together to find a solution to enable a system to remain in force to control trade waste abuse at the HWRCs.

9.1.2. Charity Waste Permit System is used as part of the HWRC Service delivery. Charity Waste Permit System and the 'outsystems' will require either procurement, extension or would need to comply with the individual IT systems notice requirements.

10. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Waste HWRC (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.

Waste HWRC (Hosted)	
Description	Details
Subject matter of the processing	The management of waste disposal in accordance with EPA 1990 (section 51) and supplementary statutory guidance,
Duration of the processing	Hosted for more than 12 months – HWRC contract to expire in 2025.
Nature and purposes of the processing	<p>Personal data is for the administration of all aspects relating to this service including:</p> <ul style="list-style-type: none"> • process applications for permits • process challenges or representations and appeals in respect of refused permits • to assist in investigation and prosecution (if applicable) cases including allegations of permit abuse and misuse • investigate complaints received in relation to the service
Type of Personal Data being Processed (e.g., Name, dob, address)	name, address, vehicle registration number, contact details including phone numbers and email addresses, photographic evidence including still photos and CCTV images, images of individual if Urbaser, (the contractor who operates the Household Waste Recycling Centre Service) activates their body worn video camera, enquiries to the service, evidence to support investigations or prosecutions into allegations of permit misuse and abuse, evidence to support investigations into complaints received in the service, records of incoming and outgoing calls to or from Waste Management officers.
Categories of Data Individual (e.g., staff, client)	Residents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	UK GDPR Art 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;

DATA PROCESSING ARRANGEMENTS

- 10.1.** In providing the HWRC Services on behalf of WNC by NNC, NNC will provide relevant information to WNC on request, in a transparent and timely manner.
- 10.2.** The Authorities will exchange information and data in a transparent and timely way to enable the provision of services, progress any enforcement action and provide information for audit purposes. Due regard will be given to data required for any Statutory returns and new requests for data will be made in a timely manner to enable the flow of information to be managed appropriately.

- 10.3.** Data required to be entered onto Waste Data Flow which is within the scope of the services detailed within this Schedule will be completed by NNC on behalf of WNC during the term of this arrangement. For clarity, this data will be the data entered previously by NCC in its capacity as waste disposal authority, including questions Q11, Q14, Q23, Q25, Q26 and Q100, but which may be adjusted if Waste Data Flow change any of the data required or questions asked. Note, this may require review after the initial hosting period.
- 10.4.** Timescales for the receipt of information between the Parties will be agreed for each request and should be reasonable and achievable. If the timescales are particularly short, these should be justified.
- 10.5.** Where possible, requests for information related to services that are within the scope of this Schedule will be coordinated by the Business Support Manager (a role that will TUPE from NCC to NNC) to avoid duplicate or repeat requests for information, or to moderate requests that may take an unreasonable amount of time to fulfil.
- 10.6.** In the spirit of transparency, where it is reasonable for WNC to request data relating to NNC only, this should be shared. For example, this may relate to the performance of the residual waste contractors in meeting their targets, or communication from a regulatory body, or to inform a response to a general enquiry from a member of public or elected member.
- 10.7.** Meetings between officers representing WNC and NNC will be held at least monthly (unless mutually agreed between the Parties) and more frequently if required to enable the exchange of information, resolution of issues and continued transformation of the Services.

10.8. Details of Bespoke Data Management Arrangements

10.8.1. Data and Information that is specific to HWRC Services includes, but is not limited to the following categories:

(i)	Tonnage data related to contract management and invoicing.	Provided by NNC to WNC at least monthly (noting that this data is normally in arrears), and exchanged between authorities as necessary in response to ad hoc requests.
(ii)	Tonnage data related to performance reporting or completion of waste data flow (for WDF, please also refer to 6.1.3)	Provided by NNC to WNC at least monthly and exchanged between authorities as necessary in response to ad hoc requests.
(iii)	Financial data related to contract management and invoicing.	Provided by NNC to WNC at least monthly and exchanged between authorities as necessary in response to ad hoc requests.
(iv)	Financial data related to budget monitoring, analysis, and planning.	Provided by NNC to WNC at least monthly and exchanged between authorities as necessary in response to ad hoc requests.
(v)	Financial and tonnage data required to support a zero-base budgeting process in WNC.	This will require provision of information and NNC officer support to enable the process.
(vi)	Information required to respond to FOIs related to all aspects of the service.	Provision of information as necessary between NNC and WNC.

(vii)	Information required to respond to complaints, noting that this may include CCTV images, bodycam images, and information provided by the contractor related to investigations.	Provision of information as necessary between NNC and WNC.
(vii)	Information required to take enforcement action, noting that this may include CCTV images, bodycam images, and information provided by the contractor related to investigations.	Provision of information as necessary between NNC and WNC.
(viii)	Information to help respond to Member and MP enquiries.	Provision of information as necessary between NNC and WNC.
(ix)	Information to help inform committee and decision-making processes.	Provision of information as necessary between NNC and WNC.
(x)	Information required to be provided to or requested by a regulatory body.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xi)	Information related to the HWRC e-permits system, including performance data and information to enable investigations related to incidents, enforcement or, complaints or information to enable further system improvements.	Provided by NNC to WNC at least monthly and exchanged between authorities as necessary in response to ad hoc requests.
(xii)	General information from the contractor which relates to the provision of the HWRC services, which may include operational issues.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xiii)	Information related to a charity which has applied for a charity waste permit.	Provision of routine and ad-hoc information as necessary between WNC and NNC to authorise disposal or take enforcement action.
(xiv)	Information related to health and safety incidents in connection with the HWRC services, noting that this may include CCTV images, bodycam images, and information provided by the contractor related to investigations.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xv)	Information related to 'business continuity' to ensure continued service provision.	Information to be exchanged where necessary to facilitate continuity of services within the scope of this schedule.

(xvi)	Information required to inform a risk register.	Provision of information as necessary by NNC to WNC.
(xvii)	Information required to complete national benchmarking types of questionnaires.	Provision of information as necessary between NNC and WNC.
(xviii)	Information to inform discussions with other authorities (e.g., neighbouring authorities or other authorities with a common contractor)	Provision of information as necessary between NNC and WNC.
(xix)	Information required to inform the development of a strategy for the provision of HWRC services after the expiry of the existing contract, and information required to inform the subsequent re-procurement or repatriation (in house) of this service.	Provided by NNC to WNC as requested within the final 3 years of the contract.
(xx)	Minutes, notes, and action points from meetings with contractors.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xxi)	Information relating to any notice, order or instruction issued or served on it by a Regulatory Body relating to the service or to the agreement	Provision of information as necessary between NNC and WNC.
(xxii)	Information covered under any non-disclosure or confidentiality agreements that affect service provision relating to the shared service element.	Where lead authority is bound by contract to confidentiality, but that Contract is for service provision across WNC and NNC, officers shall share relevant information required in the ongoing management or commissioning of services.

10.8.2. The categories of information listed in the table above are not 'all-inclusive' and where it is reasonable, information related to the services within the scope of this schedule should be exchanged on request.

SCHEDULE 2 H1-H4

PLACE – OTHER

SPECIFIED FUNCTION AND SERVICES

SERVICE AREA	PLACE
FUNCTION	EMERGENCY PLANNING (EP)
SERVICE TREATMENT	HOST
PROVIDER AUTHORITY	NORTH NORTHAMPTONSHIRE COUNCIL (“NNC”)
RECEIVING AUTHORITY	WEST NORTHAMPTONSHIRE COUNCIL (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1 Statutory Functions**

- 1.1.1 The Emergency Planning (EP) function delivers services pursuant to the statutory duties set out in The Civil Contingencies Act 2004 and other Acts of Parliament and is responsible for;
- 1.1.1.1 maintaining plans for preventing the emergency;
- 1.1.1.1.1 maintaining plans for reducing, controlling or mitigating its effects; and
- 1.1.1.1.2 maintaining plans for taking other action in connection with the emergency.
- 1.1.2 The Service includes the co-ordination of the COVID-19 response and the Strategic Co-ordination Centre function, so long as is deemed necessary by the Local Resilience Forum (LRF)

1.2 Service Description

- 1.2.1 Preparedness for emergencies, incidents and events, establishing emergency procedures and resources and coordinating information.
- 1.2.2 Ensure the Gold and Silver duty rotas are maintained with authority input
- 1.2.3 Support the development and administering of Resilience Direct
- 1.2.4 Provide day to day Emergency Planning Duty Officer cover and procedures
- 1.2.5 Ensure West Northants Council has sufficient information to be appropriately engaged with the work of the LRF
- 1.2.6 Ensure work of the LRF appertaining to West is completed to standards agreed with the
- 1.2.7 A/D Regulatory Services
- 1.2.8 Ensure the ongoing COVID-19- requirements are met and supported
- 1.2.9 Provide continued interaction and liaison on emergency planning matters
- 1.2.10 Provide appropriate reporting on issues affecting WNC risk and preparedness, including benchmarking against National Resilience Standards
- 1.2.11 Provision of training for roles within the Emergency Plan including Gold, Silver and Bronze
- 1.2.12 Maintain appropriate databases and other information resources to support WNC preparedness and resilience
- 1.2.13 Provision of exercises to test to test emergency arrangements
- 1.2.14 Schools Critical Incident Support
- 1.2.15 Provision of suitably qualified and trained emergency planners and tactical advisers

2. OUTSOURCING

2.1 External Providers

- 2.1.1 The service will maintain liaison with the Cabinet Office in relation to the provision of Resilience Direct and other national capabilities such as hazard manager and MTPAS

2.2 Third Parties Involved in the External Provision

- 2.2.1 The Services are delivered in partnership through the Local Resilience Forum Partners (LSF) and other key stakeholders including the Voluntary Community and Social Enterprise Sector (VCSE). There are also ongoing staffing commitments with the Environment Agency.
- 2.2.2 Procurement of a contract for the provision of COVID-19 Marshalls

2.3 Alternative arrangements for Service Provision

- 2.3.1 There is one Service Level Agreement in place; an MOU between all LRF partners which includes North and West Councils.

2. STAFFING

2.4 Total Staff for Service Provision

- 2.4.1 Established Emergency Planning Posts: 12.7 FTE
 - 2.4.1.1 This includes 1x FTE wholly funded via EA grant for the Pathfinder Programme
 - 2.4.1.2 An additional 0.25 FTE has been retained by WNC to support contingency planning for Major Events at Silverstone
- 2.4.2 Seconded establishment staff for COVID-19: 5 FTE (including NCC communities team)
- 2.4.3 COVID-19 agency staff: (circa x50)
- 2.4.4 As at 01.04.21 the total number of FTE staff is subject to regular changes due to COVID-19. A resource Plan is in place for the duration of the pandemic which is subject to regular review.

3. ASSETS / PREMISES

3.1 Locations of Premises from which the Services will be Provided

- 3.1.1 The Service will be delivered primarily from OAS and also incident control rooms and other Council offices across the county.
- 3.1.2 Staff work across the county as required to support planning and/or incident response
- 3.1.3 The service maintains a store of emergency equipment at the Constabulary Block, County Hall, Northampton

4. ASSET MANAGEMENT

- 4.1 The Councils will work together to plan the management of the EP store and various other response equipment. This includes basic equipment such as beds and blankets for use at reception centres. This is currently stored at the Constabulary Block, County Hall, Northampton

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

- 5.1.1 Delta returns to MHCLG for COVID-19 and other incidents. LRF capability is closely monitored by MHCLG
- 5.1.2 National Resilience Survey, issued by the Cabinet Office, is due in 2021
- 5.1.3 The Service has to provide information annually to the Local Authority Insurance provider to support the procurement of insurance.

5.1.4 Particularly for COVID-19 services such as Local Contact Tracing, Community Testing, Excess Deaths

5.2 Key Performance Indicators

5.2.1 To be confirmed upon the development of Service Plans post vesting day.

6 ADDITIONAL INFORMATION

6.1 The COVID-19 response is complex and is run as a whole programme with Public Health and many other partners.

6.2 The financial management of the CONTAIN funding equates to a value of up to £24m for 2020-2021 and additional funding will be allocated by the Government for 2021-2022.

6.3 The COVID-19 Chief of Staff will have oversight, in conjunction with the WNC and NNC 151 Officers or their nominated representatives, of this budget and will follow an agreed approval process for this spend. The budgets will be split between NNC and WNC with joint agreements developed for any Contain funding required for staffing over and above establishment posts to support the COVID-19 response.

7 IT & INFORMATION GOVERNANCE

7.1 The IT systems used by the Service will be;

7.1.1 MS systems and COVID-19 related systems e.g. CTAS

7.1.2 Other web based hosted services IT systems such as ResilienceDirect and Hazard Manager (web-hosted services)

8 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Emergency Planning (Hosted)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The maintenance of plans for preventing emergencies and the reduction, control and mitigation of their effects, as well as plans for taking further action in connection with any emergency.
Duration of the processing	12 months
Nature and purposes of the processing	The service may process the personal data of residents making enquiries.
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, email address, tel no.,
Categories of Data Individual (e.g., staff, client)	Client

Emergency Planning (Hosted)	
Description	Details
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule.</p>
<p>Lawful basis</p>	<p>UK GDPR Art 6,1(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;</p> <p>UK GDPR Art 6,1(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;</p> <p>UK GDPR Art 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;</p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place
FUNCTION / SERVICES	Management of Country Parks and Outdoor Learning
SERVICE TREATMENT	Lead
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1 FUNCTION AND SCOPE OF SERVICE**1.1 Statutory Functions / Services**

- 1.1.1 Provision of management of former NCC Country Parks in West Northamptonshire, the Everdon Outdoor Learning Centre and other formerly NCC open spaces in West Northamptonshire (collectively, the “Open Spaces”).
- 1.1.2 Provision of staff and allied vehicles and equipment to manage the Open Spaces, including:
 - 1.1.2.1.1 Public engagement
 - 1.1.2.1.2 Minor ground maintenance
 - 1.1.2.1.3 Minor repairs and works to signage, fencing, barriers, buildings, carparks, etc.
 - 1.1.2.1.4 Outdoor learning activities
 - 1.1.2.1.5 Managing bookings for outdoor learning,
 - 1.1.2.1.6 Receiving on behalf of WNC income for outdoor learning activities and other incidental matters relating to the Open Spaces.
 - 1.1.2.1.7 Preparing a monthly management summary of activity, income, expenditure and risks
 - 1.1.2.1.8 Management of the provision of services by BNC Wildlife Trust for the nature reserves listed in D1.
 - 1.1.2.1.9 Supervision of volunteers engaged in the provision of the above services.
 - 1.1.2.1.10 The use of the same staff, vehicles and equipment to support other activities of a similar nature relating to other spaces in West Northamptonshire.

1.2 Excluded Functions / Services

- 1.2.1 Provision of operating bases in West Northamptonshire, namely the Country Parks service operating base at Brixworth Country Park and Everdon Outdoor Learning Centre.
- 1.2.2 Collection of rent for properties occupied by third parties.

2 STAFFING**2.1 Total Staff for Service Provision**

- 2.1.1 Staff with shared responsibilities to WNC and NNC (with bases):
 - 2.1.1.1 Countryside Services Manager (Brixworth Country Park)
 - 2.1.1.2 Woodland & Estates Officer (Irchester Country Park)

- 2.1.1.3 Woodland & Estates Worker (Irchester Country Park)
- 2.1.1.4 Administrative Assistant (Brixworth Country Park)
- 2.1.1.5 Active Parks Project Co-ordinator (Brixworth Country Park)
- 2.1.2 Staff with solely WNC responsibilities:
 - 2.1.2.1 Senior Ranger, Brixworth Country Park and Brampton Valley Way Linear Park
 - 2.1.2.2 Ranger, Brixworth Country Park and Brampton Valley Way Linear Park
- 2.1.3 Staff with shared responsibilities to WNC and NCC (with bases):
 - 2.1.3.1 Administrative Assistant Active Parks (Brixworth Country Park) (0.33FTE)
 - 2.1.3.2 Education Rangers (4x part time 2.5 FTE, 4x casual 1FTE)
 - 2.1.3.3 Casual Rangers 0.1 FTE
- 2.1.4 Staff with solely WNC responsibilities (all at Everdon Outdoor Learning Centre):
 - 2.1.4.1 Centre Manager (0.57FTE)
 - 2.1.4.2 Education Rangers (4x part time 0.88 FTE, 4x casual 0.1FTE)
 - 2.1.4.3 Domestic Manager (0.5FTE)
 - 2.1.4.4 Cook (0.40FTE)
 - 2.1.4.5 Cleaner (0.32FTE)
- 2.1.5 The staff identified as solely having WNC responsibilities will be allocated to WNC operations. Staff identified as having responsibilities for both NNC and WNC will be allocated as follows:
- 2.1.6 Active Parks Project Coordinator, Administrative Assistant Active Parks and Education Rangers– 4:1 NNC: WNC
- 2.1.7 Countryside Services Manager, Woodland & Estate Officer, Woodland & Estate Worker and Administrative Assistant – 8:2 NNC: WNC
- 2.1.8 Notwithstanding the above allocations, resource will be deployed across the premises in order to maintain services across the County. Any such reallocation and the cost implications from such reallocation are to be agreed with NNC and WNC representatives in advance.
- 2.1.9 WNC Shall provide access to NNC staff to such parts of the Premises as necessary in order to provide the Services.

3 ASSETS / PREMISES

3.1 Locations of Premises from which the Services will be Provided

- 3.1.1 Brixworth Country Park
- 3.1.2 Brampton Valley Way Linear Park
- 3.1.3 Barnes Meadow Nature reserve
- 3.1.4 Farthinghoe Nature Reserve
- 3.1.5 Woodford Halse Nature Reserve
- 3.1.6 Abington Meadows
- 3.1.7 Aston Le Walls Pocket Park
- 3.1.8 Deanshanger Pocket Park
- 3.1.9 Welford Pocket Park
- 3.1.10 Woodford Halse Pocket Park

3.1.11 Everdon Outdoor Learning Centre

3.1.12 Other locations as agreed between the Parties

3.2 WNC will grant licenses to NNC to occupy the County Park service building at Brixworth Country Park and Everdon Outdoor Learning Centre for the purposes of providing the Services.

4 REPORTING, MONITORING AND REGULATORY COMPLIANCE

4.1 Service Reporting and Monitoring Requirements

4.1.1 To be agreed between the Parties

5 INFORMATON TECHNOLOGY

5.1 Service IT Systems

5.1.1 WNC will provide information technology for premises located in West Northamptonshire.

5.1.2 NNC will provide information technology for premises located in North Northamptonshire and mobile information technology, including mobile telephones used by staff.

6 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

6.1 The following table details the data processor arrangements pursuant to the UK GDPR Article 28

6.2 NNC will process personal data of users of the Open Spaces, including personal data of children and young people, on behalf of WNC.

Country Parks (Lead)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	The maintenance of country parks under the land owner's duty of care and the provision of volunteering opportunities, public events and outdoor learning for schools and groups.
Duration of the processing	Ongoing
Nature and purposes of the processing	Personal data is processed for the following purposes: <ul style="list-style-type: none">• Public engagement.• Outdoor learning activities.• Managing bookings for outdoor learning
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, email address, postal address, tel no.
Categories of Data Individual (e.g., staff, client)	Members of the public, residents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.

Country Parks (Lead)	
Description	Details
	On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	<p>UK GDPR Art 6,1(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;</p> <p>UK GDPR Art 6,1(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;</p> <p>UK GDPR Art 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;</p>

Outdoor Learning (Lead)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	Provision of outdoor learning facilities across Northamptonshire for educational activities.
Duration of the processing	Ongoing
Nature and purposes of the processing	Personal data may be processed for the following reasons: Bookings, General enquiries, Attendance sheets, Health and Safety
Type of Personal Data being Processed (e.g., Name, dob, address)	name, address, postcode
Categories of Data Individual (e.g., staff, client)	Members of the public, residents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.

Outdoor Learning (Lead)	
Description	Details
	On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	<p>UK GDPR Art 6,1(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;</p> <p>UK GDPR Art 6,1(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;</p> <p>UK GDPR Art 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;</p>

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place
FUNCTION / SERVICES	School Swimming Service
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE**1.1 Statutory Functions / Services**

- 1.1.1 The School Swimming Service (“the Service”) is a is a traded service offered to schools. It is a non- statutory function for local authorities; as it is the responsibility of individual schools to provide swimming services for its students. This
- 1.1.2 Schools decide how they secure their curricular school swimming either via direct arrangements with local pools; or otherwise outsourcing from the countywide School Swimming Service. The Service has run on a break-even basis for many years. Schools are charged for the instructor’s time plus any charge for the facility hire (in some cases the pool provider invoices separately).
- 1.1.3 In delivering the Service, there is a need to hire pool time and occasional Service support such as additional instructors or lifeguards from pool operators.
- 1.1.4 Occasional ad hoc training sessions such as swim teacher training, first aid and water rescue are also provided as part of the Service.

1.2 Statutory Requirements

- 1.2.1 Part of the Service includes compliance with Health and Safety requirements around the level of staff competencies and pool safety needs be met through the requirement for ASA L2 Swim teacher qualification and lifeguard qualifications for all instructors.

2. OUTSOURCING**2.1 External Providers**

- 2.1.1 The service was previously managed on behalf of NCC by Northamptonshire Sport which incorporated as a charity in October 2020. Northamptonshire Sport is currently supporting the direct management of the service.
- 2.1.2 There are existing Service Level Agreements, Memorandums of Understanding or other Arrangements for Service Provision.

3. STAFFING**3.1 Total Staff for Service Provision**

- 3.1.1 Currently, there are 4.7 FTE staff employed to provide the Service (12 swimming instructors (3.7fte), 1 School Swimming Manager (1fte) plus 2 zero hours instructors.
- 3.1.2 Most staff are employed on permanent basis covering all pool sites around the county. (These Services and locations are not operational during the COVID-19 pandemic).

4. ASSETS / PREMISES**4.1 Locations of Premises from which the Services will be Provided**

- 4.1.1 Barry Road Primary Pool, Northampton, England, NN1 5JS;
- 4.1.2 Monsaye Community College Pool, Rothwell, Greening Rd, Rothwell, Kettering NN14 6JA;
- 4.1.3 Waendel Leisure Centre, Wellingborough, Thomas St, Wellingborough NN8 1DZ;
- 4.1.4 Corby International Pool, Parkland Gateway, George St, Corby NN17 1QG;
- 4.1.5 Lings Forum, Northampton, Weston Favell Centre, Billing Brook Rd, Northampton NN3 8JR;
- 4.1.6 Daventry Leisure Centre, Lodge Rd, Daventry NN11 4FP;
- 4.1.7 Kettering Swimming Pool, London Rd, Kettering NN15 7QA; and
- 4.1.8 other ad hoc pool locations.

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

5.1.1 There are no local or national reporting requirements. KPIs between the Parties to be agreed.

6. FEES / CHARGES

6.1 The Service is not currently trading due to Covid-19. Income loss has been accounted for through COVID-19 grants to the end of financial year 2020-21. However, it is unlikely all services will be back up and running for from 01 April 2021. The Service normally runs on a break-even basis. Financial Year 2020-21 resulted in a significant overspend due to Covid-19 closures and disruptions.

6.2 As the Service is funded by income generated, there is likely to be a shortfall during the first half of the 2021. The Parties will co-operate to address the need to provide a scheme around costs sharing.

7. ADDITIONAL INFORMATION

7.1 Closure of pools due to COVID-19 has had a significant effect on the Service delivery since March 2020. This is expected to continue beyond April 2021. Relevant factors, include not only the easing of government restrictions but also, the capability of pools to open quickly and the ability for schools to restart lessons will determine how soon the Service reopens.

8. INFORMATON TECHNOLOGY

8.1 Service IT Systems

8.1.1 IT Systems such as MS Office; SharePoint; Access Database located on a shared drive will be utilised.

9. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

School Swim Service	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	Provide support to Northamptonshire schools to meet the statutory requirements set down in the National Curriculum by offering a range of services to help children and young people learn how to swim and improve their water safety.

School Swim Service	
Description	Details
Duration of the processing	Less than 12 months
Nature and purposes of the processing	This service is subcontracted to Northamptonshire Sport and will process personal data for recording attendance and contact details for parents
Type of Personal Data being Processed (e.g., Name, dob, address)	School pupils name, school, parent/guardian name and contact details
Categories of Data Individual (e.g., staff, client)	School pupils, parent/guardian of school pupils
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.</p> <p>On receipt of the returned personal data to, Data Controller shall retain it in line with the Council's retention schedule.</p>
Lawful basis	UK GDPR Art 6,1(f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Place
FUNCTION	County Traveller Unit (CTU)
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION AND SCOPE OF SERVICE

1.1 The Traveller Unit (the ‘Service’) delivers the management of all Unauthorised Encampments (UE's) on public land across Northamptonshire. This includes day to day visits, telephone calls, emails, complaints with elected members, the public and businesses.

1.2 The Service manages the evaluation of all UE's to ascertain whether legal proceedings are required for eviction through the Magistrates or County Court. This includes all assessment procedures and completion of all court papers including face to face service of formal and legal documents.

1.3 Additional / Other Functions / Services

The Services liaises with other internal Local Authority departments including Planning, Housing and Environmental Health.

1.4 Excluded Functions / Services

Management of all Permanent Private Sites including Local Authority sites in Northampton, Kettering and Corby.

1.5 Statutory Requirements

None

2 STAFFING**2.1 Total Staff for Service Provision**

2.1.1 The Service comprises 2.5 FTE staff members including; 1 Manager, 1 Traveller Liaison and Enforcement Officer and 1 part time Support Officer.

2.2 Receiving Authority Employed Staff Continuing to Deliver Service

2.2.1 The Service will be wholly provided by the Hosting Authority (NNC).

2.3 Staff Categories and Locations for Delivery of the Service

2.3.1 The Service will operate out of an office location in NNC.

2.3.2 During the COVID-19 pandemic, the Unit Manager and the Liaison and Enforcement Officer have operated out of The Trading Standards Office at Wootton Hall. The Support Officer works from home.

3 ASSETS / PREMISES

3.1 The unit will operate out of an office location in NNC.

4 REPORTING, MONITORING AND REGULATORY COMPLIANCE

4.1 National/Local reporting requirements or data returns include the Government Bi Annual Gypsy Caravan Count.

4.2 No inspections outstanding at the Commencement date. Inspections are due in 2021.

4.3 KPIs

Currently UE's are monitored by the Service CTU Executive Board and Policies / Procedure

5 ADDITIONAL DOCUMENTS

5.1 Traveller Unit Compact, Compact Policy Appendices and Traveller Unit Gypsy and Traveller Policy

6 IT AND INFORMATION GOVERNANCE

6.1 Service IT Systems

6.1.1 Outlook, Sharepoint, Microsoft Word, Ncloud

7 DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

The following table details the data processor arrangements pursuant to the UK GDPR Article 28

Travellers Unit (Lead)	
Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the West Northamptonshire Council is the Controller and the Contractor (North Northamptonshire Council) is the Processor.
Subject matter of the processing	To provide a multi-agency approach to support and foster good relations with Travellers and settled communities across the county, through a multi-agency approach. Also to carry out enforcements where necessary.
Duration of the processing	Ongoing
Nature and purposes of the processing	Evaluation of all Unauthorised Encampments (UE's) to ascertain if legal proceedings are required for eviction through the courts This includes all assessment procedures, completion of court papers Personal data may also be shared with other LA departments including Planning, Housing and Environmental Health.
Type of Personal Data being Processed (e.g., Name, dob, address)	Name, age, health conditions, location, alias / pseudonym
Categories of Data Individual (e.g., staff, client)	Traveller community
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Data Processor will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format (to be agreed by 30 th June 2021) and any residual personal data shall be permanently destroyed using formal procedures that comply to relevant industry standards.

Travellers Unit (Lead)	
Description	Details
	On receipt of the returned personal data, the Data Controller shall retain it in line with the Council's retention schedule.
Lawful basis	<p>UK GDPR Art 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;</p> <p>UK GDPR Article 9,2(g) processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</p> <p>UK GDPR Article 9,2(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> <p>UK GDPR Article 10: Processing of personal data relating to criminal convictions and offences</p> <p>DPA 2018 – Sched 1</p> <p><i>Para 2: Health or social care purposes</i></p> <p><i>Para 6: Statutory etc and government purposes</i></p> <p><i>Para 8: Equality of opportunity or treatment</i></p> <p><i>Para 10: Preventing or detecting unlawful acts</i></p> <p><i>Para 16: Support for individuals with a particular disability or medical condition</i></p> <p><i>Para 18: Safeguarding of children and of individuals at risk</i></p> <p><i>Para 33: Legal claims</i></p> <p>Other relevant legislation:</p> <p>Criminal Justice and Public Order Act (CJPOA) s.77 and s.78</p> <p>Housing Act 2004</p>

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North
Northamptonshire
Council



West
Northamptonshire
Council

Dated 30 March 2021

WEST NORTHAMPTONSHIRE AUTHORITY

and

NORTH NORTHAMPTONSHIRE AUTHORITY

ADMINISTRATIVE AGREEMENT

For the Hosted / Lead Provision of
Functions and Services

between

West Northamptonshire Council

and

North Northamptonshire Council

Anthony Collins Solicitors LLP

34 Edmund Street

Birmingham, B3 2 ES

Ref. OJB/MM/51240.0001

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THIS AGREEMENT is made the day of 2021

BETWEEN

- (1) **WEST NORTHAMPTONSHIRE COUNCIL (“WNC”)** of One Angel Square, Angel Street, Northampton, NN1 1ED
- (2) **NORTH NORTHAMPTONSHIRE COUNCIL (“NNC”)** of Sheerness House, 41 Meadow Road, Kettering, NN16 8TL

WHEREAS

Pursuant to the Northamptonshire (Structural Changes) Order 2020 on the 1 April 2021

- (A) the County of Northamptonshire is abolished as a local government area and the Northamptonshire County Council is wound up and dissolved
- (B) the West Northamptonshire districts and boroughs are abolished as local government areas and shall be wound up and dissolved
- (C) the North Northamptonshire districts are abolished as local government areas and shall be wound up and dissolved
- (D) a new district council to be known as West Northamptonshire Council is established as the sole principal authority for the non-metropolitan district of West Northamptonshire
- (E) a new district council to be known as North Northamptonshire Council is established as the sole principal authority for the non-metropolitan district of North Northamptonshire
- (F) The new Councils have all the powers of a non-metropolitan county council and a district council and shall become respectively the West Northamptonshire Council and the North Northamptonshire Council on 1 April 2021
- (G) During the shadow period the shadow authorities are under a duty to take all such practical steps as are necessary or expedient to prepare for the transfer of the discharge of functions and the delivery of services from Northamptonshire County Council to the West Northamptonshire Council and the North Northamptonshire Council and to ensure the continuation of delivery of public services after 1 April 2021
- (H) Pursuant to their powers under the Local Government Act 1972 the shadow authorities have agreed that for a specified period of time the functions and services previously discharged and delivered by Northamptonshire County Council shall be discharged and delivered by one of the shadow authorities, acting as the host or lead authority, for and on behalf of the other authority

- (I) Pursuant to their powers under the Local Government Act 1972 the shadow authorities have agreed to establish a Joint Committee to govern the arrangements for the discharge of Functions and Services set out in Schedule 2 of this Agreement.
- (J) This Agreement sets out the administrative arrangements and general terms on which the Hosted and Lead Functions and Services will be discharged and delivered between the Councils pursuant to Section 101 of the Local Government Act 1972
- (K) The Councils, during the term of this Agreement, shall agree arrangements for the discharge of those Functions and the delivery of the Services herein provided for or subject to existing PFI agreements.

IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

- “Additional Sum”** means a sum in addition to a Financial Payment for undertaking Extraordinary Work;
- “Arbitrator / Expert”** means the person appointed in accordance with clause 34.3.1 to 34.5.5;
- “Commencement Date”** means 1 April 2021;
- “Confidential Information”** means information which is disclosed by a Party or its staff in connection with this Agreement which is expressed to be confidential or which the other Party ought reasonably to regard as being confidential to the disclosing Party whether or not such information is expressly stated to be confidential or marked as such;
- “Contracting Party”** means the Council which has entered into a Supplier Contract;
- “Council”** means West Northamptonshire Council or North Northamptonshire Council as the context dictates;
- “Councils”** means both West Northamptonshire Council and North Northamptonshire Council as the context dictates;
- “Data Protection Legislation”** means all law relating to privacy and the processing of personal data, or any replacement EU or UK data protection or related privacy law in force in England and

Wales, including all applicable guidance and codes of practice issued by the Information Commissioner's Office;

"Delegating Authority"

means the Authority delegating the discharge of the Functions and the delivery of the Services to the Provider Authority;

"Employees"

means all employees of the Parties discharging the Function and / or delivering the Services;

"EIR"

means the Environmental Information Regulations 2004 and any successor legislation and any guidance and / or codes of practice issued by the Information Commission in relation to such legislation;

"Exit Strategy"

means the strategy set out in Schedule 7 of this Agreement;

"Extraordinary Work"

means work undertaken in addition to the Function;

"Financial Payment"

means a financial payment made by the Delegating Authority to the Provider Authority for the discharge of the Function and the delivery of the Services;

"Financial Year"

means the year ending on the 31st March;

"FOIA"

means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation;

"Functions"

means the Functions to be discharged by the Provider Authority for the Delegating Authority in accordance with this Agreement;

"Host Authority"

means the Authority providing the Services on a temporary basis;

"Intellectual Property Rights"

means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited

to the United Kingdom);

“Joint Committee”

means the Joint Committee established by the Councils to govern the functions and Services delivered as set out in clause 4. means the body established by the Parties as set out in clause 4;

“Joint Officer Board”

means any of the following in force in England and Wales:

(1) any Act of Parliament or subordinate legislation within Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within Section 2 of the European Communities Act 1972;

(2) any applicable guidance, direction or determination with which either Council is bound to comply; and

any applicable judgment of a relevant court of law which creates binding precedent in England and Wales;

“Lead Authority”

means the Authority providing the Services on a long term basis

“Material Breach”

means a breach of this Agreement that is of sufficient seriousness having regard to the nature of the breach, the consequences of the breach for any Party, the significance of the breach in the context of this Agreement, and shall include (without limitation) in particular the failure to pay sums due under this Agreement;

“Member”

means an elected councillor of one of the Parties;

“Monitoring Officer”

means the officer designated by a local authority as the person responsible for the proper and lawful administration of its affairs as required by section 5 of the Local Government and Housing Act 1989;

“Month”

means calendar month;

“New Supplier”

means any person, firm or company who is engaged whether directly or indirectly by the Delegating Authority after the Termination Date in the discharge of functions and delivery of services which are the same or similar to the Functions and Services or any part of them;

"Officer"	means an employee of either Party;
"Parties"	means West Northamptonshire Authority and North Northamptonshire Authority and from 01 April 2021 West Northamptonshire Council and North Northamptonshire Council, and "Party" shall be construed accordingly;
"Personal Data"	has the meaning set out in the Data Protection Legislation;
"Processing"	has the meaning set out in the Data Protection Legislation;
"Provider Authority"	means the Host Authority or Lead Authority as the context dictates;
"Services"	Means the Services set out in Schedule 2 of this Agreement;
"Service Plan"	means a plan that sets out the functions of the Service and includes the approved budget for the service and key performance indicators
"Supplier Contract"	means a legal agreement between the Council and a Supplier for the delivery of agreed products or services
"s151 Officer"	means the Officer designated by a local authority as the person responsible for the proper administration of its financial affairs, as required by section 151 of the Local Government Act 1972;
"Termination Employees"	means the Employees who it is determined in accordance with the procedure as set out in clause 18.7 will transfer to the Provider Authority on the Termination Date;
"Transferring Employees"	means employees of the Delegating Authority;
"TUPE Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"Working Days"	means the days on which the Parties' offices are open to the public to attend, whether physically or by remote means but does not include times when access is limited to the Parties websites.

- 1.1 The terms and expressions set out above shall have the meanings ascribed therein.
- 1.2 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
- 1.3 Words importing the masculine include the feminine and the neuter.
- 1.4 Reference to a clause is a reference to the whole of that clause unless stated otherwise.
- 1.5 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
- 1.6 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2. POWERS AND DELEGATION

- 2.1 In exercise of their powers under the Northamptonshire (Structural Changes) Order 2020 and sections 101 (1) (b) and 113 of the Local Government Act 1972 and under Part 1A Chapter 2 Section 9EB of the Local Government Act 2000 and pursuant to the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation, the Parties have agreed to arrange for the discharge of Functions and delivery of Services in accordance with the terms of this Agreement.
- 2.2 West Northamptonshire Council has agreed to provide Services to North Northamptonshire Council as a Host or Lead Authority in accordance with the terms of this Agreement;
- 2.3 North Northamptonshire Council has agreed to provide Services to West Northamptonshire as a Host or Lead Authority in accordance with the terms of this Agreement;
- 2.4 Where a Function within a Service that is Hosted or Lead cannot be lawfully aggregated, the Delegating Authority shall retain the power to exercise such (Non-Executive) Functions pursuant to Regulation 2 and schedule 1 of the Local Authorities (Functions & Responsibilities) (England) Regulations 2000 (as amended). In respect of Non-Executive Functions; such powers shall be either reserved to Full Council or delegated by Full Council to Officers pursuant to a Scheme of Delegation as set out in the Constitution for each of the Councils. Functions delegated to Officers may be delegated to Officers employed by either of the two Councils.

- 2.5 The Parties have entered into this Agreement in the spirit of partnership with the object of providing an effective economic and efficient service and the Parties declare their intention to seek to continuously improve the discharge of the Functions and delivery of the Services in accordance with the principles of best value.

3. COMMENCEMENT AND TERM

- 3.1 This Agreement shall commence on the Commencement Date and shall continue in force from year to year **PROVIDED THAT** this Agreement may be terminated:

3.1.1 by any Party serving not less than twelve months' notice in writing upon the other or;

3.1.2 in the event of a Material Breach of this Agreement in accordance with clause 18.

provided that this clause 3 may be amended by the agreement of the Parties.

4. GOVERNANCE AND SCRUTINY

- 4.1 The Parties shall establish a Joint Committee to exercise the executive function of the Parties in respect of the Functions and the Services subject to this Agreement and for the purposes of this Agreement.

- 4.2 The Joint Committee shall operate and conduct its business in accordance with the terms of the Joint Committee Agreement and the Terms of Reference specified therein.

- 4.3 The Parties shall establish a Joint Officer Board in accordance with the Terms of Reference agreed by the Joint Committee.

- 4.4 The Parties shall equally provide the resources and support to the Joint Officer Board as may be required the costs of which shall be shared equally by the Parties.

5. HOSTED / LEAD FUNCTION AND SERVICES

- 5.1 The Functions and Services subject to this Agreement shall be as set out in the List of Functions & Services at Schedule 1 and / or as otherwise agreed by the Parties Committee from time to time.

6. DISCHARGE OF FUNCTION AND DELIVERY SERVICES

- 6.1 The Provider Authority shall discharge the Functions and deliver the Services as set out in Schedules 1 and 2 of this Agreement for and on behalf of the Delegating Authority in accordance with the Terms of this Agreement.
- 6.2 During the term of this Agreement the Provider Authority and the Delegating Authority shall agree a Service Plan for the financial management and provision of the Hosted / Lead Functions and Services for the remaining term of this Agreement and shall agree arrangements for the continuation of the Functions and Services subsequent to the termination of this Agreement. Such Service Plans and arrangements shall be approved by the Joint Committee.
- 6.3 Arrangements for the discharge of the Functions and delivery of the Services subsequent to the termination of this Agreement shall be approved by the Councils.
- 6.4 Where either Party has a concern as to the performance of the other arising from or in connection with the discharge of a Function or the delivery of a Service or otherwise arising from or in connection with this Agreement such concern shall be referred for resolution in accordance with clause 34.

Extraordinary Work

- 6.5 The Parties acknowledge that the agreed budget as set out in the Service Plans shall include the cost of discharging the Functions and delivering the Services other than Extraordinary Work.
- 6.6 Extraordinary Work shall be accounted for separately.
- 6.7 Unless otherwise agreed by the Parties, Extraordinary Work shall include the following:
- 6.7.1 work outside of the Functions and Services as specified in Schedule 2 or outside of the subsequent Service Plan agreed by the Parties for the discharge of a Function and / or the delivery of a Service for the term of this Agreement;
 - 6.7.2 work required to be undertaken or commissioned for or in connection with the discharge of a Function and / or the delivery of a Service outside of the agreed Service Plan for the Functions and Service including but not limited to procurement, professional and consultancy services;
 - 6.7.3 work undertaken for project teams or boards established in accordance with project management principles for delivery of significant / major one-off projects with discharge of the Functions and / or the delivery of the Services;

6.7.4 work pertaining to the arrangements to be agreed by the Parties for the discharge of the Functions and the delivery of Services subsequent to the termination of this Agreement;

6.7.5 other work identified as additional work as agreed by the Parties.

6.8 An Additional Sum shall be payable for undertaking Extraordinary Work in accordance with terms agreed between the Parties and as approved by the Joint Committee.

7. WARRANTIES

7.1 The Provider Authority warrants and represents that: -

7.1.1 it shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good service practice applicable to the Function and the Services;

7.1.2 all obligations set out in this Agreement shall be performed and rendered by appropriately experienced, qualified and trained Employees (or locums or secondees if appointed) with all due skill, care and diligence;

7.1.3 the Function shall be discharged and the Services shall be delivered in accordance with this Agreement and in compliance with all relevant law.

8. COMPLAINTS

8.1 Complaints from the public or any third parties relating to the discharge of the Function and the delivery of the Services shall be handled in accordance with the Provider Authority's corporate complaints procedure; and all such complaints and how they have been resolved shall be notified to the Delegating Authority where the complaint concerns the discharge of the Function or the delivery of the Service for the Delegating Authority.

8.2 The Parties shall co-operate fully with each other in responding to any legal proceedings or enquiries in the course of investigations carried out by the Local Government and Social Care Ombudsman the Information Commissioner or any other regulator relevant statutory body or statutory officer which shall include the Monitoring Officers and s151 Officers of the Parties.

9. TRANSFERRING EMPLOYEES

9.1 The Parties acknowledge that the discharge of the Function and the delivery of the Services by the Provider Authority from the Commencement Date shall with respect to

any transferring Employees ("the Transferring Employees") be treated as a relevant transfer for the purposes of the TUPE Regulations and the Parties agree that as a consequence of that relevant transfer the contracts of employment made between the Delegating Authority and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under occupational pension scheme) shall have effect from and after the Commencement Date as if originally made between the Provider Authority and the Transferring Employees.

9.2 The Transferring Employees shall remain members of Northamptonshire County Council Local Government Pension Scheme [or its successor] (the "Scheme") after the relevant transfer referred to in clause 9.1 or shall remain eligible to be members for those who opt out after transfer.

9.3 Not used

9.4 The Delegating Authority shall indemnify the Provider Authority from and against each and every cost claim, liability expense or demand which is properly and reasonably incurred by the Provider Authority in connection with and as a result of any action or omission by the Delegating Authority up to and including the Commencement Date in connection with any matter relating to or arising out of:

9.4.1 Not used

9.4.2 the employment or termination of employment of any Transferring Employee by the Delegating Authority up to and including the Commencement Date;

9.4.3 anything done or omitted to be done by or on behalf of the Delegating Authority in respect of any Transferring Employee up to and including the Commencement Date which is deemed to have been done or omitted to be done by or on behalf of the Provider Authority in accordance with the TUPE Regulations save insofar as any such failure results from any failure by the Provider Authority to comply with its obligations pursuant to regulation 13 (4) of the TUPE Regulations;

9.4.4 any failure by the Delegating Authority to pay any of the Transferring Employees any remuneration due or provide any benefits in respect of the period prior to Commencement Date;

9.4.5 any claim by or on behalf of all or any of the Transferring Employees arising out of any failure by the Provider Authority to comply with its legal obligations in relation to information and consultation pursuant to regulations 13 and 14 of the TUPE Regulations save insofar as any such failure results from any failure by the Provider Authority to comply with its obligations pursuant to regulation 13 (4) of the TUPE Regulations;

9.4.6 any claims arising out of any substantial change by the Provider Authority to the employees' material detriment.

9.5 The Delegating Authority shall indemnify the Provider Authority against all claims, liabilities, costs, demands (including all reasonable expenses associated therewith) made within twelve months of the Commencement Date by or in relation to each and every Employee or former Employee of the Delegating Authority who is not a Transferring Employee and who was prior to the Commencement Date employed by the Delegating Authority in the provision of the Functions in respect of whom it is alleged their employment or any liabilities have transferred to the Provider Authority pursuant to the TUPE Regulations being any claim, liability, cost and demand arising out of:

9.5.1 the employment or termination of employment of such a person up to and including the Commencement Date; or

9.5.2 the employment or any termination of employment of such a person after the Commencement Date by the Delegating Authority; or

9.5.3 any claim by or on behalf of any such person arising out of any failure to comply with regulations 13 and 14 of the TUPE Regulations.

PROVIDED THAT in the event of any such claim being made the Delegating Authority shall forthwith notify the Provider Authority and no agreement or settlement shall be reached or entered into by the Delegating Authority without the prior written consent of the Provider Authority such consent not to be unreasonably withheld or delayed.

9.6 The Provider Authority shall indemnify and keep the Delegating Authority indemnified from and against each and every cost, claim, liability, expense or demand which is properly and reasonably incurred by the Delegating Authority in connection with or as the result of any act or omission by the Provider Authority up to and including the Termination Date in connection with any matter relating to the Transferring Employees as follows:

9.6.1 the employment or termination of employment of any Transferring Employee by the Provider Authority after the Commencement Date, but up to and including the Termination Date;

9.6.2 any claim by or on behalf of all or any of the Transferring Employees arising out of the Provider Authority's failure to comply with its legal obligations in relation to information and consultation pursuant to regulations 13(4).

10. SECONDED EMPLOYEES AND THE APPLICATION OF S113 LGA 1972

10.1 The Parties agree that where any Employees of the Delegating Authority are engaged on work for the Provider Authority the provisions of section 113 of the Local Government Act 1972 will apply and that those Employees will be placed by the Delegating Authority at the disposal of the Provider Authority for the purposes of the Function and the Services, and such Employees shall be treated at all times as an Officer of the Provider Authority whilst so engaged and the Delegating Authority undertakes that it shall have duly consulted such Employees prior to placing them at the Providers Authority's disposal and that the Delegating Authority shall continue to treat such employees as its own Employees.

10.2 A written record of which Employees shall be treated as seconded section 113 of the Local Government Act 1972 and the purposes of their secondment shall be agreed between WNC/NNC from time to time.

11. ACCOMMODATION

11.1 The Delegating Authority shall make available as required and as agreed by the Parties from time to time working space and associated facilities and services (including internet connection to facilitate remote access to the Provider Authority to accommodate the number of Employees necessary for the discharge of the Function and the delivery of the Services to be performed at the Delegating Authority's locations in accordance with this Agreement.

11.2 The Delegating Authority hereby grants a licence to the Provider Authority to allow any of the Employees to enter the Delegating Authority's offices for the purposes of discharging the Function and delivering the Services and to utilise such associated services and facilities as shall be provided from time to time in accordance with this clause 11.

11.3 The Parties agree that no charge shall be made for the provision of such accommodation, facilities and services unless as otherwise agreed in writing by the Parties and approved by the Joint Committee.

12. ASSETS

12.1 The Parties shall agree from time to time and as required the utilisation of and / or the transfer to the Provider Authority from the Delegating Authority of any assets belonging to the Delegating Authority the purpose of the discharge of the Function and the delivery of the Services.

12.2 The transfer of any assets under clause 12.1 shall be on such terms as are agreed by the Parties in writing and approved by the Joint Committee.

13. ICT AND EQUIPMENT

13.1 Each Party shall cooperate with each other to make technical specifications available to each other as necessary to ensure the continuous discharge of the Function and the delivery of the Services and shall take appropriate steps to protect against unauthorised access tampering or systems failure of each other's ICT systems.

13.2 From the Commencement Date the Parties shall ensure that those of their Employees engaged in the discharge of the Functions and the delivery of the Services shall have access to the Parties' data as is necessary for the discharge of the Function and the delivery of the Service in which those Employees are engaged at the Parties' offices (and remotely) and shall not have access to any of the Parties' data which is not relevant to the provision of the Function or the delivery of the Service.

13.3 The Parties agree that all Employees engaged in the discharge of the Functions and the delivery of the Services will comply with their respective security policies and shall undertake training as necessary and that appropriate security badges to gain entry to accommodation at the Parties' offices shall be provided to all Employees as appropriate.

14. SUPPORT SERVICES

14.1 The Delegating Authority shall provide to the Provider Authority such administrative and support services in connection with the discharge of the Function and the delivery of the Services on such terms as may be agreed by the Parties and approved by the Joint Committee from time to time.

15. SERVICE PLANS AND FINANCIAL PAYMENTS

15.1 The Parties agree that the budget for the Functions and Services shall be set out in Service Plans to be developed and agreed during the term of this Agreement and as shall be included in Schedule 3.

15.2 The Delegating Authority shall pay to the Provider Authority any Additional Sums for Extraordinary Work within twenty-eight days of receipt of an invoice in such intervals as may be agreed between the Parties or in accordance with such other arrangements as may be agreed by the Parties and approved by the Joint Committee.

15.3 The Provider Authority shall use their reasonable endeavours to ensure that the actual cost of the Function and Services for the Delegating Authority is not more than the

agreed budget as set out in the Service Plans and where the Provider Authority considers that the budget may be exceeded they shall seek the approval of the Delegating Authority at the earliest opportunity and in any event prior to the sum being spent **PROVIDED THAT** where approval is not granted (or is granted in part) the Parties acknowledge that there may be a consequential diminution in the discharge of the Function and the delivery of the Services but that such diminution shall not be a Material Breach for the purposes of clause 18.1.

Dispute as to Sums Payable

- 15.4 In the event of a dispute between the Parties as to the amount which may be due to the Provider Authority from the Delegating Authority in any year the disputed amount may be dealt with in accordance with the dispute resolution procedures set out in clause 34.
- 15.5 Whenever in respect of this Agreement any sum of money shall be recoverable from, or payable by, one party to the other, the same may not be set- off from any sum due, or which at any time thereafter may become due to the other.
- 15.6 In the event that the Delegating Authority does not make a Financial Payment on the appropriate due date or otherwise as agreed by the Parties or if it is determined (by agreement or following the dispute resolution procedures set out in clause 34) that the Delegating Party has wrongly disputed a sum claimed then the Provider Authority reserves the right to charge daily interest at an annual rate of 2% above the Bank of England base lending rate on the unpaid Financial Payment from the due date of payment to the actual date of payment.

Annual Financial Estimates

- 15.7 The Provider Authority shall each year provide to the Delegating Authority an estimated budget for the discharge of the Function and the delivery of the Services for the following financial year. The date by which an estimate budget shall be provided shall be agreed in advance by the Authorities.

16. COSTS OF FUNCTION AND SERVICES

- 16.1 The Provider Authority shall ensure that any sums awarded to them in respect of costs for the discharge of the Function and / or delivery of the Services shall be reimbursed to the Delegating Authority as soon as possible following receipt.

17. PROCUREMENT

- 17.1 The Provider Authority with the Agreement of the Delegating Authority and the approval of the Joint Committee may procure any contract as may be required for the purpose of the discharge of the Functions and the delivery of the Services.
- 17.2 The costs of any procurement shall be shared equally by the Parties unless otherwise agreed.
- 17.3 Any procurement by the Provider Authority shall comply with the Provider Authority's procurement rules and procedures and all relevant procurement law.
- 17.4 All contracts entered into by the Provider Authority on behalf of the Delegating Authority shall:
- 17.4.1 be made for the benefit of both Parties and any New Supplier or organisation to which the discharge of the Functions and the delivery of the Services may in the future be transferred;
 - 17.4.2 indemnify the Delegating Party and any New Supplier or organisation to which the discharge of the Functions and the delivery of the Services may in the future be transferred;
 - 17.4.3 be Supplier Contracts.
- 17.5 The Parties acknowledge that under any Supplier Contract:
- 17.5.1 the Contracting Party is under an obligation to the Supplier that the Contracting Party shall not be relieved of, or excused from, any responsibility, liability or obligation under this Agreement by directing the Supplier to carry out services or provide goods for the Parties;
 - 17.5.2 the Contracting Party is under an obligation to the Supplier that the Contracting Party shall, as between itself and the Supplier be responsible for the performance, acts, defaults, omissions, breaches and negligence of the other Party; and
 - 17.5.3 that all reference in the Supplier Contract to any act, default, omission, breach or negligence of the Contracting Party shall be deemed to include any such non-performance, act, default, omission, breach or negligence of the other Party.
- 17.6 A Contracting Party acknowledges to the other Party that it will hold any money and all damages it receives from the Supplier on trust for the Parties.

17.7 The Contracting Party and the other Party shall, and the Contracting Party shall procure that Supplier shall, at all times act in a spirit of mutual trust and co-operation towards one another.

18. TERMINATION

18.1 In the event of the termination of this Agreement in accordance with clause 3.1 or clause 3.2 or termination in the event of an irredeemable Material Breach the Parties agree to give effect to the Exit Strategy as set out in Schedule 7 to enable the termination of the Agreement to take effect as soon as reasonably possible.

18.2 Without prejudice to the Exit Strategy upon termination the Provider Authority shall:

18.2.1 provide the Delegating Authority with all relevant information and support relating to the Function and Services which the Delegating Authority reasonably requires to enable them to discharge the Function and deliver the Services from the date of termination;

18.2.2 prepare and maintain an asset register of all assets and equipment used in discharging the Function and delivery the Services and those assets and equipment shall be valued by agreement of the Parties or in the absence of agreement by the Arbitrator / Expert;

18.2.3 each Party shall receive such portion of (or sum equal to the value of) the aforesaid valued assets and equipment according to the calculation set out in clause 18.3 below;

18.2.4 where none of the Parties wishes to receive a particular valued asset or equipment such item shall be sold by the Party in possession of it at the best price reasonably obtainable and the resulting sums shall be distributed (after deduction of expenses reasonably incurred in the item sale) according to calculation set out in clause 18.3 below;

18.2.5 The Provider Authority shall deliver to the Delegating Authority no later than seven days after termination any data held by the Provider Authority relates to the discharge of the Function and the delivery of the Services for or by the Delegating Authority.

18.3 The distributions made in clause 18.2.4 shall be made on an equal basis between the Parties and where any assets or items do not realise a value the Parties agree to share on an equal basis any costs incurred in the disposal of those assets or items.

18.4 The Parties acknowledge that it is their intention that on the cessation of the discharge of the Function and the delivery of the Services by the Provider Authority and the

commencement of any discharge of any functions and delivery of the services which are the same or similar to the Function and Services (or any part of them) by the Delegating Authority or any New Supplier shall with respect to each of the Termination Employees be treated as a relevant transfer for the purposes of the TUPE Regulations.

18.5 Without prejudice to the TUPE Regulations the Provider Authority shall when requested by the Delegating Authority any time within the twelve-month period prior to the expiry of this Agreement, or if at any time any Party serves notice to terminate provide in respect of the Employees:

18.5.1 full and accurate details regarding their identity, age, sex, length of service, job title, grade and terms and conditions of employment;

18.5.2 current, pending and threatened claims, disputes, trade disputes and industrial action by any Employee or their representative and circumstances known to the Provider Authority which make such a claim, dispute or industrial action possible;

18.5.3 and any other information which the Delegating Authority may reasonably request.

18.6 The Provider Authority shall provide the information referred to above at clause 21.5 as soon as reasonably practicable after receipt of the said written notice and at no cost to the Delegating Authority and notify the Delegating Authority forthwith in writing of any material changes to such information as soon as reasonably practicable as and when such changes arise.

18.7 The Parties will in good faith and following consultation with the Employees of the Provider Authority and any appropriate representatives within the meaning of TUPE attempt to agree which of the Employees will be deemed to transfer to the Delegating Authority or any New Supplier in accordance with clause 18.4 based on the Disaggregation Criteria who shall be, for the purposes of this Agreement, the Termination Employees, with the remainder of such Employees remaining with the Provider Authority. If the Parties have not agreed the identity of the Termination Employees and to which of the Parties or any New Supplier each of the Termination Employees will transfer ("the Agreed New Employer") at least three months prior to the Termination Date, then the Parties will resolve the matter in accordance with the dispute resolution procedure set out in clause 34.

18.8 The Disaggregation Criteria used to determine who shall be the Termination Employees shall be:

18.8.1 the relative proportion of work undertaken for the Parties in twelve-month period immediately prior to the Termination Date;

- 18.8.2 any preference stated by the Employee;
 - 18.8.3 the relative costs involved in terminating and/or transferring the Employee, so as to ensure a fair sharing of the costs between the Parties; and
 - 18.8.4 the skills of the Employee and requirements after the Termination Date of Consider this period as against the intended duration of the Agreement and/or any New Supplier, so as to ensure a balance of skills and continuity of service for the Parties after the Termination Date.
- 18.9 If TUPE does not apply on the Termination Date, the Agreed New Employer shall offer, or where the Agreed New Employer is a New Supplier, the Parties shall procure that any New Supplier offers, employment to the Termination Employees on the same terms and conditions as applied immediately before the Termination Date (save in relation to any change which would otherwise be in accordance with regulation 4(5) of TUPE) including full continuity of employment.
- 18.10 The Provider Authority shall indemnify the Delegating Authority and any New Supplier from and against each and every cost claim, liability expense or demand which is properly and reasonably incurred by the Delegating Authority and any New Supplier in connection with and as a result of any action or omission by the Provider Authority up to and including the Termination Date in connection with any matter relating to or arising out of:
- 18.10.1 arising from the Provider Authority's breach of its obligations under clause 18.5
 - 18.10.2 the employment or termination of employment of any Termination Employee by the Provider Authority up to and including the Termination Date;
 - 18.10.3 anything done or omitted to be done by or on behalf of the Provider Authority in respect of any Termination Employee up to and including the Termination Date which is deemed to have been done or omitted to be done by or on behalf of the Delegating Authority or any New Supplier in accordance with the TUPE Regulations;
 - 18.10.4 any failure by the Provider Authority to pay any of the Termination Employees any remuneration due or provide any benefits in respect of the period prior to the Termination Date;
 - 18.10.5 any claim by or on behalf of all or any of the Termination Employees arising out of any failure by the Provider Authority to comply with its legal obligations in relation to information and consultation pursuant to regulations 13 and 14 of the TUPE Regulations save insofar as any such failure results from any failure

by the Delegating Authority or any New Supplier to comply with its obligations pursuant to regulation 13 (4) of the TUPE Regulations.

18.11 The Provider Authority shall indemnify the Delegating Authority or any New Supplier from and against all claims, liabilities, costs, demands (including all reasonable expenses associated therewith) made within twelve months of the Termination Date by or in relation to each and every Employee or former Employee of the Provider Authority who is not a Termination Employee and who was prior to the Termination Date employed by the Provider Authority in the discharge of the Function and the delivery of the Services in respect of whom it is alleged their employment or any liabilities have transferred to the Delegating Authority or any New Supplier pursuant to the TUPE Regulations being any claim, liability, cost and demand arising out of:

18.11.1 the employment or termination of employment of such a person up to and including the Termination Date; or

18.11.2 the employment or any termination of employment of such a person after the Termination Date (excluding claims for discrimination by the Delegating Authority) by the Provider Authority; or

18.11.3 any claim by or on behalf of any such person arising out of any failure to comply with regulations 13 and 14 of the TUPE Regulations.

PROVIDED THAT in the event of any such claim being made by the Delegating Authority any New Supplier shall forthwith notify the Provider Authority and no agreement or settlement shall be reached or entered into by the Delegating Authority or any New Supplier without the prior written consent of the Provider Authority such consent not to be unreasonably withheld or delayed.

18.12 The Delegating Authority shall indemnify the Provider Authority from and against each and every cost, claim, liability, expense or demand which is properly and reasonably incurred by the Provider Authority in connection with or as the result of any act or omission by the Delegating Authority or the New Supplier after the Termination Date in connection with any matter relating to the Termination Employees.

18.12.1 the employment or termination of employment of any Termination Employee by the Delegating Authority or any New Supplier after the Termination Date;

18.12.2 any claim by or on behalf of all or any of the Termination Employees that the transfer involves or would involve a substantial change in working conditions to the material detriment of such a person;

18.12.3 any claim by or on behalf of all or any of the Termination Employees arising out of the Delegating Authority's or any New Supplier's failure to comply with

its legal obligations in relation to information and consultation pursuant to regulations 13(4).

18.13 On the Termination Date, the Parties shall co-operate to manage the pension aspects of any onward transfer of any Termination Employees to the Delegating Authority or any New Supplier.

18.14 The Provider Authority shall promptly provide to the Local Government Pension Authority and to the Delegating Authority or any New Supplier such documents and information as may reasonably be required in advance of the Termination Date and shall fully co-operate with the reasonable requests of the Local Government Pension Authority and the Delegating Authority and any New Supplier relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any Termination Employees on the Termination Date.

19. CONSEQUENCES OF TERMINATION

19.1 Six months prior to termination or otherwise as soon as practicable, the Parties shall:

19.1.1 develop an implementation plan so that each Party will be able to meet its obligations to discharge the Function and deliver the Services and co-operate in implementing the agreed arrangements;

19.1.2 co-operate in terminating, modifying, restructuring, assigning or novating contractual arrangements entered into, to mutual advantage and properly and timeously execute any documents necessary to effect such arrangements;

19.1.3 immediately transfer or return any property including data belonging to the other Party;

19.1.4 confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this clause; and

19.1.5 agree how any ICT facilities shall be divided between the Parties so that each Party will have the facilities necessary to meet its obligations to discharge the Function and co-operate in implementing the agreed arrangements.

19.1.6 all rights and liabilities which vested before the termination of this Agreement shall remain so vested as if this Agreement continued.

19.2 The costs of termination, including any costs resulting from the division of ICT facilities shall be divided as follows:

19.2.1 if the termination of this Agreement follows the service of notice by one of the Parties in accordance with clause 3.1.1 of this Agreement, the Parties shall share equally the costs of termination;

19.2.2 if the termination of this Agreement is the result of a Material Breach by one of the Parties the Party in Material Breach shall be responsible for any costs or losses or damages incurred by the other Parties as result of early termination.

20. FORCE MAJEURE

20.1 Neither of the Parties shall be liable to the other to any extent in relation to any "Force Majeure Event" (which for this purpose shall mean a failure by either Party to fulfil its obligations under this Agreement due to reasons beyond its reasonable control). Without limiting the meaning of that expression, "reasons beyond its reasonable control" may include industrial disputes of any kind, whether involving the Employees of either Party or those of any other person, government intervention, act of war or terrorism and other hostilities, storm, fire, flood, theft, riot, earthquake and pandemic.

20.2 As soon as either Party becomes aware that a Force Majeure Event has occurred or is likely to occur, that Party will notify the other Party. The Parties shall then agree as soon as possible what action should be taken to avoid or mitigate the effects of the Force Majeure Event.

21. INSURANCE, INDEMNITIES AND THE CONDUCT OF CLAIMS

21.1 Other than those actions claims demands proceedings damages losses costs charges and expenses covered by the insurances provided by Parties under clause 21.2 the Parties shall indemnify the other against all actions, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever in respect of or in any way arising out of or in connection with the discharge of the Function and the delivery of the Services or any part of them or other work carried out pursuant to this Agreement.

21.2 The Parties shall each ensure that they effect, maintain and notify each other annually of adequate insurance cover in respect of:

21.2.1 any property held by it for the purposes of this Agreement;

21.2.2 employers' liability;

21.2.3 public liability in the sum;

21.2.4 officials indemnity;

- 21.3 Either Party may self-insure for all insurances except those at clause 21.2.2 and 21.2.3 if the other Party agrees in writing.
- 21.4 The Provider Authority shall institute and defend all such claims or legal proceedings as they find reasonable to do so arising out of or in connection with the discharge of the Function and the delivery of the Services for the Delegating Authority **PROVIDED ALWAYS** that **EXCEPT** in relation to claims or proceedings in respect of which insurances provide full indemnity and cover the Provider Authority shall consider any advice offered by the Delegating Authority in relation to the prosecution, defence, compromise or settlement of any proceedings taken or defended in accordance with this clause 21.4 to which the Delegating Authority is a party in the High Court of Justice the Court of Appeal or the Supreme Court but the Provider Authority shall not be obliged to take any step or any action that may compromise any claim under any insurance held by it.
- 21.5 The Provider Authority shall use its reasonable endeavours to discharge the Function and deliver the Services in such a way as to minimise third party claims for compensation, damages or otherwise for any legal liability arising out of or in connection with the discharge of the Function and delivery of the Services through the negligence, default or neglect of the Provider Authority.
- 21.6 Neither Party shall be liable in tort to the other Party for any negligent act or omission arising out of or in connection with the discharge of the Function and the delivery of the Services and the only remedy of a Party is under this Agreement. Each Party shall procure that no agent, contractor or Employee of that Council brings a claim in tort or otherwise against the other.
- 21.7 In the event of failure by either Party to reasonably comply with the requirements of this Agreement which results in the other Party incurring additional expenditure then the Party at fault shall indemnify and reimburse the other Party for the reasonable expenditure so incurred. For the purposes of this clause 21.7 the Party at fault shall be provided with evidence of the costs incurred by the other Party as a result of such failure.
- 21.8 Any indemnity under any provision of this Agreement shall be without prejudice to any indemnity by the same Party under any other provision of this Agreement.
- 21.9 If either Party receives any notice, demand, letter or other document concerning any claim for which it appears that said Party is or may become entitled to be indemnified under this Agreement, that Party shall notify the other Party in writing as soon as reasonably practicable and in any event within 2 Working Days of its receipt.
- 21.10 Where the Delegating Authority receives an amount in respect of an indemnity and subsequently recovers a sum which is directly referable to the fact, matter, event or

circumstances giving rise to the claim under the indemnity the Delegating Authority shall immediately repay the Provider Authority the lesser of:

21.10.1 the sum recovered less any out-of-pocket costs and expenses properly incurred by the Delegating Authority in recovering the sum; and

21.10.2 the amount paid to the Delegating Authority by the Provider Authority in respect of the claim under the relevant indemnity.

24.11 There is no obligation on the Delegating Authority to pursue a recovery under clause 24.10. The Provider Authority is repaid by the Delegating Authority, only to the extent that the amount of recovery aggregated with the amount paid by the Provider Authority exceeds the Delegating Authority's losses.

21.12 Each Party shall indemnify the other Party its members and Officers from and against all liability for any of the following which arise out of, or in consequence of, the obligations under this Agreement including but not limited to:

21.12.1 breach of a Party of its Supplier Contracts;

21.12.2 breach of a Council of the terms of any other Council's Supplier Contract.

21.13 Each Party shall indemnify the Contracting Party its members and Officers from and against all liability for any breach by the Contracting Party of the obligations under any Supplier Contracts arising out of or in consequence of any non- or part-performance, acts, defaults, omissions, breaches and negligence of a Party of any obligation in the Supplier Contract.

21.14 A Party shall not be responsible or be obliged to indemnify any other Party for:

21.14.1 any liability which arises as a direct result of a Party acting on the instructions of the other Party (to the extent that the other Party is entitled to give such instructions); or

21.14.2 any injury, loss damage, cost and expense caused by the negligence, wilful misconduct or a breach of this Agreement by the other Party or an agent, contractor or Employee of the other Party.

22. DATA PROTECTION

22.1 The Parties shall comply with the requirements of the Data Protection Legislation.

22.2 The Provider Authority and the Delegating Authority shall process Personal Data for the purpose of the Functions and Services in accordance with the Data Processing Agreement at Appendix 1 of Schedule 2.

23. CONFIDENTIALITY, FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

23.1 Each Party:

23.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly;

23.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Function or this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

23.2 Each Party shall take all necessary precautions to ensure that all Confidential Information obtained from the other Party or any other person under or in connection with the performance of the Function, the delivery of the Services or this Agreement is treated as confidential and not disclosed (without prior approval from the other Party or other person) or used by any other person or the other Party's staff or such professional advisors or consultants otherwise than for the purposes of the Function, the delivery of the Services or this Agreement.

23.3 Each Party shall not use any Confidential Information it receives from the other Party otherwise than for the purposes of the Agreement.

23.4 The provisions of clauses 23.1 to 23.3 shall not apply to any Confidential Information received by one Party from another:

23.4.1 which is or becomes public knowledge (otherwise than by breach of this clause 23);

23.4.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

23.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

23.4.4 is independently developed without access to the Confidential Information; or

23.4.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' Functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA, or the EIR.

23.5 Each Party acknowledges that the other Party is subject to the requirements of the FOIA and the EIR and each Party shall assist and co-operate with the other (at their own expense) to enable the other Party to comply with these Information disclosure obligations.

23.6 Where a Party receives a request for information in relation to information which it is holding on behalf of the other Party, it shall:

23.6.1 provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five Working Days (or such other period as the Parties may specify) of the Party requesting that information; and

23.6.2 provide all necessary assistance as reasonably requested by the Party to enable the Party to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

23.7 Where a Party receives a request for information which relates to the performance of the Function or this Agreement, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event within two Working Days of receiving request for information.

23.8 If any Party determines that information (including Confidential Information) must be disclosed it shall notify the other Parties of that decision at least two Working Days before disclosure.

23.9 Each Party shall be responsible for determining at its absolute discretion whether the commercially sensitive information and / or any other Information:

23.9.1 is exempt from disclosure under the FOIA or the EIR; or

23.9.2 is to be disclosed in response to a Request for Information.

23.10 Each Party acknowledges that another Party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice (or any further or updated advice from Cabinet Office, Information Commissioner's Office or similar body) on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA or the EIR be obliged to disclose Information: -

23.10.1 without consulting with the other Parties; or

23.10.2 following consultation with another Party and having taken its views into account.

23.11 Each Party shall ensure that all information produced in the course delivery the Function or relating to this Agreement is retained for disclosure and shall permit the other Party to inspect such records as requested from time to time.

24. INTELLECTUAL PROPERTY RIGHTS

24.1 Nothing in this Agreement is intended to transfer to the Provider Authority any Intellectual Property Rights owned by the Delegating Authority as at the Commencement Date.

24.2 Each Party grants to the other an irrevocable, non-exclusive, royalty free licence to copy and use for the purpose of the Function and the Services all materials in which it has Intellectual Property Rights but this licence is not extended to:

24.2.1 copying or using those materials other than in connection with Function and the Services;

24.2.2 granting any other person the right to copy or to use those Joint Committee materials;

24.2.3 selling, transferring or otherwise disposing of or granting rights in those materials;

24.2.4 any materials in which it does not own the Intellectual Property Rights.

24.3 Where a Party is not the owner of the Intellectual Property Rights in material required to be provided to the other Party for the purpose of the Function and the Services the Party providing the material shall obtain all necessary consents to provide the material from the owner of the Intellectual Property Rights in said material.

24.4 Each Party shall indemnify and hold harmless the other Party to whom any materials are provided under clause 24.2 or clause 24.3 against any liability or damages (including costs) that may be awarded or agreed to be paid to any third party because of a claim or action that the normal operation, possession or use of the materials by the Party to whom the materials have been provided infringes the Intellectual Property Rights of that third party.

24.5 The Parties agree to promptly notify each other in writing of any infringement or potential infringement of their own or each other's or a third party's Intellectual Property Rights in connection with the Function and / or the Services of which it becomes aware.

24.5 All or any Intellectual Property Rights in materials developed for and / or in connection with the Function and the Services shall vest in the Party who developed the material but shall be for the benefit of both Parties.

24.6 The Provider Authority shall on expiry or termination of this Agreement for any reason grant to the Delegating Authority a non-exclusive perpetual revocable royalty-free licence to use and copy materials in the Intellectual Property Rights which vest in the Provider Authority for the purposes of providing the Function and delivering the Services to the Delegating Authority.

25. AUDIT REQUIREMENT AND PROVISION OF FINANCIAL INFORMATION

25.1 The Provider Authority shall keep and maintain until six (6) years or as otherwise as required by law after the expiry or earlier termination of this Agreement full and accurate records of this Agreement including the Function discharged and the Services delivered under it together with all expenditure and payments made under it.

25.2 The Provider Authority shall on request permit the Delegating Authority or their External Auditors such reasonable access to the records referred to in clause 25.1 as may be required by the Delegating Authority or their External Auditors in connection with this Agreement.

26. WAIVER AND SEVERABILITY

26.1 No waiver (whether expressed or implied) by any Party of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent a Party from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

26.2 If at any time a clause or part of a clause or schedule to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

26.2.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and

26.2.2 the Parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

27. ENTIRE AGREEMENT

27.1 This Agreement sets out the whole agreement between the Parties in relation to the arrangements and transactions for the discharge and delivery of the Functions and

Services for which it provides. This Agreement supersedes and invalidates all other commitments, representations and warranties relating to its subject matter which either Party has made orally or in writing.

27.2 Each Party warrants that it has not entered into this Agreement on the basis of any representation made by the other except to the extent that such representation is expressly included in it (but nothing in this clause 27 excludes any liability for fraudulent misrepresentation).

28. EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE

28.1 Nothing in this Agreement is to require either Party to act in any way which is inconsistent with its obligations as a local authority.

28.2 Each Party undertakes (subject to clause 28.1) to do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

29. NO PARTNERSHIP OR AGENCY

29.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.

29.2 Neither Party shall hold itself out as the agent of the other or have any authority to bind the other except to the extent that this Agreement expressly provides otherwise.

30. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

30.1 It is not intended that any third party shall have a right to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are expressed to be for their benefit nor shall any such party have a right of veto over any future variations of this Agreement.

31. VARIATIONS TO THIS AGREEMENT

31.1 A variation to this Agreement shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of both Parties

31.2 If either Party wishes to vary this Agreement, it shall serve on the Chief Executive of the other Party a Variation Notice which shall set out the nature of the variation sought and the reasons for it. Where the Chief Executives of both Parties agree the variation it will be made and executed as set out in clause 31.1 above.

31.3 Where Variation Notice has been served and the Chief Executives do not agree the variation or otherwise require its consideration by the Joint Committee it shall be referred to the Joint Committee for determination.

31.4 If the variation is agreed, it will be incorporated into the Agreement.

32. VARIATIONS TO HOSTED / LEAD FUNCTIONS AND SERVICES

32.1 Any variation to the provision of the hosted or lead Functions and Services or the terms of such provision shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of both Parties on the approval of the Joint Committee.

32.2 If either Party wishes to vary the provision of the hosted or lead Functions and Services or the terms of such provision it shall serve on the other, the Joint Officer Board and the Joint Committee a Variation Notice which shall set out the nature of the variation sought and the reasons for it.

32.3 Where Variation Notice has been served within twenty-eight Working Days of receipt and having consulted the Parties and the Joint Officer Board as appropriate the Joint Committee shall notify the Parties in writing whether or not it agrees to the variation and if not; the reasons.

32.4 If the variation is agreed, it shall be given effect and incorporated into the Service Plan for the relevant Functions and Services.

33. EQUALITIES/ HEALTH AND SAFETY/ CLIMATE CHANGE

33.1 The Provider Authority shall discharge the Function and deliver the Services in accordance with all appropriate statutory responsibilities including but not limited to those arising under the Equality Act 2006, the Equality Act 2010, the Health and Safety at Work Act 1974 and the Climate Change Act 2008.

34. DISPUTE RESOLUTION

34.1 Either Party may request that a dispute arising in connection with the Function, the Services or this Agreement be referred to the Joint Officer Board and if necessary escalated to the Joint Committee for determination and if that does not resolve the dispute either Party may request the other Party to participate in a meeting of their respective Chief Executives in order to discuss the dispute and to agree a strategy to resolve it. The Parties shall then liaise in good faith to arrange and hold the meeting within ten Working Days and shall exchange statements at least three Working Days

prior to the date of the meeting, setting out their respective views of the disputed issues.

34.2 If notwithstanding any steps which are taken by the Parties pursuant to clause 34.1 the dispute between them remains unresolved then at the request of either Party the dispute in question shall be referred to an independent and professional mediator who shall be nominated without delay by agreement between Parties, or (in the absence of such agreement) by the President of the Law Society (or his authorised representative). Any such mediation shall then be carried out in confidence and on a without prejudice basis in relation to any subsequent proceedings and each of the Parties shall bear their own expenses and one half of the mediator's resulting charges.

34.3 If regardless of whether or not the Parties have implemented the procedures which are specified in clauses 34.1 and 34.2 the Parties fail to resolve their dispute within six weeks of the dispute first arising, then any Party may serve notice on the other to require the dispute to be referred to either (as applicable):

34.3.1 An Arbitrator in accordance with the Arbitration Act 1996 or an appropriate independent Expert who shall be nominated without delay by agreement between the Parties (such agreement not to be unreasonably withheld or delayed) and who shall act as an expert and not as an arbitrator, provided that in default of agreement as to such nomination, the expert shall be nominated on the joint application of the Parties (or if either Party neglects to concur in such application, then on the sole application of the other Party) by the President of the Law Society (or his authorised representative) (or such other appropriate professional body as shall be agreed by the Parties, such agreement not to be unreasonably withheld or delayed); or

34.3.2 institute legal proceedings in court.

34.4 The Parties agree that if either an Arbitrator or Expert is appointed under clause 34.3 then:

34.4.1 the decision of the Arbitrator or Expert (as applicable) shall be final and binding on the Parties provided that the Arbitrator or Expert (as applicable) provides the Parties with a detailed statement setting out his reasons for making the decision at which he has arrived;

34.4.2 each of the Parties shall bear the costs equally of the references to the Expert or Arbitrator (as applicable) unless the Arbitrator or Expert directs otherwise.

34.5 If any dispute between the Parties is resolved pursuant to the provisions of clause 34 (otherwise than via the appointment of an Arbitrator or Expert) then the Parties shall record the resolution of their dispute in writing and shall each promptly sign the same.

The signed document shall then form a legally binding agreement between the Parties by way of supplement to this Agreement.

35. ASSIGNMENT AND SUBCONTRACTING

35.1.1 Neither Party may transfer, assign, mortgage or pledge its rights or obligations under this Agreement without the consent of the other and the approval of the Joint Committee.

35.1.2 Either Party may subcontract any of its obligations under this Agreement with the consent of the other and the approval of the Joint Committee but the Party who subcontracts is to be liable for the performance of its subcontractors.

35.1.3 No rights under this Agreement are to devolve by operation of law or otherwise on any receiver, administrative receiver, liquidator or assignee.

36. GOVERNING LAW AND ENFORCEMENT

36.1 This Agreement is governed and construed in accordance with the law of England and Wales and the Parties irrevocably agree 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, its subject matter or formation (including non-contractual disputes or claims).

36.2 The rights and remedies given by this Agreement are cumulative and do not exclude any other rights or remedies given by law or under this Agreement.

37. NOTICES

37.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the other Party's Chief Executive as appropriate and sent by prepaid recorded delivery post or delivered by hand to the other Parties' principal office.

37.2 Any such demand, notice or communication shall be deemed to have been duly served:

37.2.1 if delivered by hand, when left at the proper address for service; or

37.2.2 if given or made by pre-paid first-class post, two Working Days after being posted;

provided in each case that if the time of such deemed service is either after 4.00 pm on a Working Day or on a day other than a Working Day, service shall be deemed to occur instead at 10.00 am on the next following Working Day.

37.3 A notice given under this Agreement is not valid if sent by e-mail unless the Parties have previously agreed in writing to accept service by e-mail. If service by e-mail is agreed, then the following shall apply;

37.3.1 An e-mail shall be deemed delivered at 10:00am the next Working Day unless an error message or 'out of office' message is received by the sender;

37.3.2 Notices shall only be accepted if sent to the e-mail address given by a Party to the other as being the designated e-mail address for the service of notices.

37.4 If the Parties agree to service of notice by e-mail, they do not agree to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution unless specifically stated.

38. COUNTERPARTS

38.1 This Agreement may be executed in two counterparts each of which shall be deemed to be an original but the counterparts shall together constitute one and the same Agreement.

39. COSTS OF THIS AGREEMENT

39.1 The Parties shall bear equally costs relating to the preparation, negotiation and completion of this Agreement.

IN WITNESS of the above the Parties have executed and delivered this Agreement as a Deed on the above date.

THE COMMON SEAL of

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

was hereunto affixed

in the presence of:



Authorised Signatory



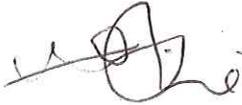
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THE COMMON SEAL of

NORTH NORTHAMPTONSHIRE SHADOW AUTHORITY

was hereunto affixed

in the presence of:



Authorised Signatory



NNCOO1

SCHEDULE 1 LIST OF FUNCTIONS AND SERVICES

Programme	Unitary	Service Area	Function	Treatment on Approved NCC Blueprint v4.7
Adults	North	Public Health - Adults Learning	Provider services Adults Learning	Lead Authority – Provider
Adults	West	Public Health - Adults Learning	Provider services Adults Learning	Lead Authority – Receiver
Adults	North	Adults - PBBS (Personal Budget Service)	Adults PBBS	Hosted < 12 months – Receiver
Adults	West		Adults PBBS	Hosted < 12 months – Provider
Adults	North	DPH (Director of Public Health)	Public health DPH	Lead Authority – Provider
Adults	West		Public health DPH	Lead Authority – Receiver
Adults	North	Public Health Intelligence & STP	Public Health Intelligence & STP	Lead Authority – Provider
Adults	West		Public Health Intelligence & STP	Lead Authority – Receiver
Adults	North	Public Health - Management, Commissioning & Admin	Public Health Management, Commissioning & Admin	APPROVED: Public Health Mgmt, Commissioning & Admin - Hosted < 12 months – Provider
Adults	West		Public Health Management, Commissioning & Admin	APPROVED: Public Health Mgmt, Commissioning & Admin - Hosted < 12 months – Receiver
Adults	North	Public Health - Wellbeing Services	Public health Provider services Wellbeing	APPROVED: Public Health Provider Services Wellbeing - Hosted < 12 months – Provider
Adults	West		Public Health Provider services Wellbeing	APPROVED: Public Health Provider services Wellbeing - Hosted < 12 months – Receiver
Children's	North	Safeguarding in Education	Safeguarding in Education	Hosted < 12 months – Provider
Children's	West		Safeguarding in Education	Hosted < 12 months – Receiver
Children's	North	School Admissions	School Admissions	Hosted < 12 months – Provider
Children's	West		School Admissions	Hosted < 12 months – Receiver
Children's	North	Sensory Impairment Team	Sensory Impairment Team	Hosted < 12 months – Provider
Children's	West		Sensory Impairment Team	Hosted < 12 months – Receiver
Children's	North	Trust client function	Trust client function	APPROVED: Trust client function - Lead Authority – Provider
Children's	West		Trust client function	APPROVED: Trust client function - Lead Authority – Receiver
Children's	North	Virtual School	Virtual School	Lead Authority – Provider
Children's	West		Virtual School	Lead Authority – Receiver

Corporate Services	North	HR and Staff Wellbeing	Apprenticeships	Hosted < 12 months – Provider	
Corporate Services	West		Apprenticeships	Hosted < 12 months – Receiver	
Corporate Services	North		HR Advisory - Traded services	APPROVED: Hosted < 12 months – Receiver	
Corporate Services	West		HR Advisory - Traded services	APPROVED: Hosted < 12 months – Provider	
Corporate Services	North		HR Learning and Development	Hosted < 12 months – Provider	
Corporate Services	West		HR Learning and Development	Hosted < 12 months – Receiver	
Corporate Services	North	HR Payroll and HR Transactions	HR Payroll and HR Transactions	Lead Authority – Receiver	
Corporate Services	West		HR Payroll and HR Transactions	Lead Authority – Provider	
Corporate Services	North	Libraries support (incl. traded services)	Libraries support (incl. traded services)	Hosted < 12 months – Receiver	
Corporate Services	West		Libraries support (incl. traded services)	Hosted < 12 months – Provider	
Corporate Services	North	Lord Lieutenant Support	Lord Lieutenant Support	Lead Authority – Receiver	
Corporate Services	West		Lord Lieutenant Support	Lead Authority – Provider	
Finance	North	Pensions	Pensions	Lead Authority – Receiver	
Finance	West		Pensions	Lead Authority – Provider	
ICT & Customer	North	IT Business system - ERP	IT Business system - ERP	Lead Authority – Receiver	
ICT & Customer	West		IT Business system - ERP	Lead Authority – Provider	
ICT & Customer	North	IT Operations	IT Operations & Infrastructure	Lead Authority – Receiver	
ICT & Customer	West		IT Operations & Infrastructure	Lead Authority – Provider	
ICT & Customer	North		IT Service Delivery	Lead Authority – Receiver	
ICT & Customer	West		IT Service Delivery	Lead Authority – Provider	
ICT & Customer	North		IT Strategy and Development	IT Digital	Lead Authority – Receiver
ICT & Customer	West			IT Digital	Lead Authority – Provider

ICT Customer	&	North		IT Programme team	Hosted > 12 months – Receiver
ICT Customer	&	West		IT Programme team	Hosted > 12 months – Provider
ICT Customer	&	North		IT Strategy & architecture	Hosted > 12 months – Receiver
ICT Customer	&	West		IT Strategy & architecture	Hosted > 12 months – Provider
Place		North	Coroners	Coroners	Lead Authority – Receiver
Place		West		Coroners	Lead Authority – Provider
Place		North	Country Parks	Country parks	Lead Authority – Provider
Place		West		Country parks	Lead Authority – Receiver
Place		North	Culture and Leisure	Outdoor Learning *	Lead Authority – Provider
Place		West	Culture and Leisure	Outdoor Learning *	Lead Authority – Receiver
Place		North	Document Archives	Archives (Wootton Hall)	Lead Authority – Receiver
Place		West		Archives (Wootton Hall)	Lead Authority – Provider
Place		North	Economic Development	Digital infrastructure	Lead Authority – Provider
Place		West	Economic Development	Digital infrastructure	Lead Authority – Receiver
Place		North	Emergency Planning	Emergency planning	APPROVED: Emergency planning - Hosted < 12 months – Provider
Place		West		Emergency planning	APPROVED: Emergency planning - Hosted < 12 months – Receiver
Place		North	Heritage (Chester Farm)	Heritage Chester Farm	Lead Authority – Provider
Place		West		Heritage Chester Farm	Lead Authority – Receiver
Place		North		Business improvement	Hosted < 12 months – Receiver
Place		West		Business improvement	Hosted < 12 months – Provider
Place		North		Community Liaison	Disaggregated
Place		West		Community Liaison	Disaggregated
Place		North	Highways Contract Management	Coordination of works on the highway	Hosted < 12 months – Receiver
Place		West		Coordination of works on the highway	Hosted < 12 months – Provider
Place		North		Highways Traffic Management (Kier Contract)	Hosted < 12 months – Receiver
Place		West		Highways Traffic Management (Kier Contract)	Hosted < 12 months – Provider
Place		North		Investigations, Searches and Definitive Map	Hosted < 12 months – Receiver
Place		West		Investigations, Searches and Definitive Map	Hosted < 12 months – Provider

Place	North		Licensing - Highways licences	Hosted < 12 months – Receiver
Place	West		Licensing - Highways licences	Hosted < 12 months – Provider
Place	North		New Roads and Street Works Act (NRSWA) (Administration and Inspections)	Hosted < 12 months – Receiver
Place	West		New Roads and Street Works Act (NRSWA) (Administration and Inspections)	Hosted < 12 months – Provider
Place	North		Rights of way	Hosted < 12 months – Receiver
Place	West		Rights of way	Hosted < 12 months – Provider
Place	North		Road Safety	Hosted < 12 months – Receiver
Place	West		Road Safety	Hosted < 12 months – Provider
Place	North		Technical approval authority	Hosted < 12 months – Receiver
Place	West		Technical approval authority	Hosted < 12 months – Provider
Place	North	Minerals and Waste Planning	Development control services incl waste, minerals	Lead Authority – Provider
Place	West		Development control services incl waste, minerals	Lead Authority – Receiver
Place	North	Parking	On street parking (enforcement)	Hosted < 12 months – Receiver
Place	West	Parking	On street parking (enforcement)	Hosted < 12 months – Provider
Place	North	Strategic Transport Planning	Bus services - commercial registrations	Hosted < 12 months – Receiver
Place	West		Bus services - commercial registrations	Hosted < 12 months – Provider
Place	North		Bus services – commercial registrations and subsidised services; Traveline database and Concessionary Travel	Hosted < 12 months – Receiver
Place	West		Bus services – commercial registrations and subsidised services; Traveline database and Concessionary Travel	Hosted < 12 months – Provider
Place	North		Major HW Projects (CPDU)	Hosted < 12 months – Receiver
Place	West		Major HW Projects (CPDU)	Hosted < 12 months – Provider
Place	North		Strategic Transport Planning	Hosted < 12 months – Receiver
Place	West		Strategic Transport Planning	Hosted < 12 months – Provider
Place	North		Travel choices	Hosted < 12 months – Receiver
Place	West		Travel choices	Hosted < 12 months – Provider
Place	North	Street lighting PFI	Street lighting PFI	Lead Authority – Receiver
Place	West		Street lighting PFI	Lead Authority – Provider

Place	North	Transport (Home to School)	Transport (Home to School)	Hosted < 12 months – Receiver
Place	West	Transport (Home to School)	Transport (Home to School)	Hosted < 12 months – Provider
Place	North	Travellers unit	Travellers unit	Lead Authority – Provider
Place	West	Travellers unit	Travellers unit	Lead Authority – Receiver
Place	North	Waste Disposal (including Closed Landfills)	Waste Disposal (including Closed Landfills)	Hosted < 12 months – Provider
Place	West	Waste Disposal (including Closed Landfills)	Waste Disposal (including Closed Landfills)	Hosted < 12 months – Receiver
Place	North	Waste HWRC	Waste HWRC	Hosted > 12 months – Provider
Place	West	Waste HWRC	Waste HWRC	Hosted > 12 months – Receiver

SCHEDULE 2 SPECIFIED FUNCTIONS

As appended

SCHEDULE 3 SERVICE PLANS

Service plans are to be developed and agreed between the parties during the term of this agreement and included here.

SCHEDULE 4

Not used

SCHEDULE 5 SECONDED EMPLOYEES

1. A written record of which Employees shall be treated as seconded section 113 of the Local Government Act 1972 and the purposes of their secondment shall be agreed between WNC/NNC from time to time.

SCHEDULE 6 JOINT OFFICER BOARD

The Parties shall establish a Joint Officer Board as follows:

1. PURPOSE

1.1 To assist the Joint Committee in overseeing effect discharge of the Function and delivery of the Services subject to the s101 Agreements

2. MEMBERSHIP AND FREQUENCY OF MEETINGS

2.1 The Joint Officer Board shall comprise: -

- []
- []

2.2 The quorum of the Joint Officer Board will be [number] with at least [number] from each Party.

2.3 The Joint Officer Board shall have a Joint-Chair who shall be one Officer of each Party.

2.4 The Joint Officer Board may invite Members or Officers of either Party to attend its meetings.

2.5 The Joint Officer Board shall meet at least [monthly].

2.6 The following substitution rules shall apply:

2.6.1 the number of substitutions shall be equal to the number of absentees from the Provider Authority and / or the Delegating Authority

2.6.2 substitutes will have all the powers of Joint Officer Board members;

2.6.3 the [] of the relevant Party will notify [] [1] hour in advance of the meeting of substitutions;

2.6.4 substitutions will be announced at the beginning of the meeting.

3. DECISION MAKING

3.1 Decision making shall be by consensus. Where a consensus cannot be reached, the Joint-Chairs shall endeavour to agree the determination of the decision.

3.2 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.

4. TERMS OF REFERENCE

4.1 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

4.2 To act as a central focal point for all matters relating to the discharge of the Function, the delivery of the Services.

4.3 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.

4.4 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.

4.5 To determine any disputes or differences that arise between the Parties in accordance with the s101 Agreement and escalate any disputes to the Joint Committee as appropriate.

4.6 To monitor service standards and reporting protocols and to recommend amendments or improvements to the Joint Committee.

4.7 To facilitate effective communication between the Parties on all matters relating to the discharge of the Function and the delivery of the Services.

4.8 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.

SCHEDULE 7 EXIT STRATEGY

1. INTRODUCTION

- 1.1 In the event of the termination of this Agreement the Parties shall (acting reasonably) negotiate and seek to agree and execute a legally binding agreement dealing with the termination of any contracts entered into by the Provider Authority on behalf of the Delegating Authority and the allocation amongst the Parties of any property, assets, rights, staff and liabilities held or employed by Provider Authority on behalf of the Delegating Authority.

2. TRANSFER OF ASSETS

- 2.1 Provider Authority shall prepare and maintain a list of the assets owned by it on behalf of the Delegating Authority.
- 2.2 The Parties shall meet and (acting reasonably) apportion the ownership of the assets equally amongst the Parties and the Provider Authority shall transfer the assets to the Delegating Authority.
- 2.3 Where assets cannot equally be apportioned between the Parties, one Party shall agree to accept the assets and provide compensation to the other Party on a mutually agreed basis.
- 2.4 Any assets used in connection with the discharge of the Function or the delivery of the Services that were owned by either Party prior to the commencement of this Agreement shall remain the property of said Party.

3. NOVATION OF CONTRACTS

- 3.1 Where permitted by the law contracts entered into by the Provider Authority on behalf of the Delegating Authority may be either novated to the Delegating Authority or will be determined in accordance with the provisions of the relevant contract.
- 3.2 The Parties shall agree any residual liabilities or ongoing responsibilities of the Parties in respect of the contracts referred to in clause 3.1 above.

4. TRANSFER OF STAFF

4.1 The Parties shall deal with the process for the transfer of any staff and assets as set out in clause 9 and clause 12 of this Agreement.



West
Northamptonshire
Council

Item no: 8

Shared Services Joint Committee

9th June 2021

Report Title	Transformation Service Plan Delivery	
Report Author	Veronica Watling Project Manager Veronica.watling@Westnorthants.gov.uk	
Contributors/Checkers/Approvers		
North MO		
North S151		
Other Director/SME	Jane Carr Lisa Hyde	Jane.Carr@Westnorthants.gov.uk Lisa.Hyde@Northnorthants.gov.uk

List of Appendices

Appendix A – Outline Transformation Delivery Plan

1. Purpose of Report

- 1.1. To provide a high level overview and update of the Transformation project approach and delivery timeline which will facilitate the creation of the IAA Service plans.

2. Executive Summary

- 2.1 Service schedules in the IAA do not currently include local key performance indicators or budgetary information. It was agreed by the Shadow Executive that these would be included within Inter Authority Agreement (IAA) Service Plans designed post Vesting Day. The IAA Service Plans will be a key element of the governance of the shared services and will be used to ensure that services are accountable and are delivering in line with agreed expectations.
- 2.2 IAA Service plans will be considered by the Joint Operational Board (JOB) and agreed by the Joint Committee which will allow political oversight and governance of the aggregated services. Once agreed, IAA Service Plans will be included as Schedule 3 of the Agreement.
- 2.3 The IAA sets out termination provisions in respect of the aggregated services. In the event of a service termination, an exit strategy must be developed and will be included within the Service Plans to ensure that there is clarity on how/when the services will be disaggregated and to facilitate a considered transition.

3. Recommendations

3.1 This report is for information and to be noted only

4. Project Approach

4.1 Post Vesting day the Transformation teams commenced business analysis activity in the North and West to complete a fact-finding exercise with hosted services, to review disaggregation timescales. Work undertaken will feed into the IAA Service Plan delivery timelines and ensure that required IAA Service plan information is also being captured.

4.2 To ensure a co-ordinated approach to the delivery of completed IAA Service plans, a working group has been set up between North and West Transformation and key stakeholders to monitor the completion of the IAA Service plans for all aggregated services

4.3 The content and production of all IAA Service plans will be the responsibility of the appropriate Lead/ Host Authority Service area. Finalised IAA Service Plans will be approved and presented to the Joint Officer Board (JOB) by the appropriate Director or nominated AD prior to final approval at Joint Committee

4.4 The Service Plans will need to identify and incorporate local reporting requirements (KPI's) between the Councils. Ongoing KPI and performance reporting to the JOB and Joint Committee will be delivered by the appropriate Service leads once they are completed.

5. Issues and Choices

5.1 None for information only

6. Implications (including financial implications)

6.1 Resources and Financial

6.1.1 Resources and financial implications will be shared in the detailed Service plans that will be presented to the Committee for approval according to delivery timelines.

6.2 Legal

6.2.1 There are no legal implications arising from this update, any matters identified as an issue during Service Plan creation will be reviewed by Legal in the Joint Working Group and escalated as appropriate.

6.3 Risk and Issues

6.3.1 **Risk** Decisions being made outside of IAA terms and conditions and before agreed Service plans are in place. **Mitigation** Any Service issues identified by

the project team or Legal will be escalated to the Joint Officer Board and Committee via Transformation Boards.

6.3.2 **Risk** Failure of Services to agree on IAA Service plan and key deliverables. **Mitigation** Failure to agree to proposed Service plans/disaggregation schedules will be escalated to the Joint Operational Board in the first instance. Failure to agree resolution at this Board will result in escalation to the Joint Committee

6.3.3 **Risk** Inter authority charging process between West Northamptonshire Council and North Northamptonshire Council in respect of lead/hosted services is still to be agreed and documented, including charging mechanisms, schedules and monitoring processes. **Mitigation** Finance staff are scheduled to meet with service managers to confirm the budget figures which correspond to lead/hosted services, for inclusion within service plans. The Finance leads as part of the Joint Working group will engage in the delivery timeline and work planning, so any resource and timescale impacts are fully understood, documented and escalated as appropriate.

6.4 **Consultation**

6.4.1 Not applicable.

6.5 **Consideration by Scrutiny**

6.5.1 Not applicable.

6.6 **Climate Impact**

6.6.1 Not applicable.

6.7 **Community Impact**

6.7.1 Not applicable.

7. **Background Papers**

7.1 Inter Authority Agreement

7.2 Inter Authority Agreement report – Item No 7 on this agenda

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High level Delivery Plan

Task	Start	Finish	Status
Draft outline IAA Service plan delivery schedule agreed with Services.	18/05/2021	30/06/2021	In Progress
Transformation team's disaggregation fact-finding exercise complete for hosted Services.	15/04/2021	15/06/2021	In Progress
Transformation disaggregation recommendation paper to Transformation Boards N&W for hosted services.	22/06/2021	25/06/2021	In Progress
Finalised delivery plan for all Service Plans Lead and Hosted for Joint Committee approval.	28/06/2021	09/08/2021	Pending
Completed Service plans to Joint Officer Board and Joint Committee for approval	TBC	TBC	Pending

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North
Northamptonshire
Council



West
Northamptonshire
Council

Item no: 9

SHARED SERVICES JOINT COMMITTEE

Wednesday, 9th June 2021

Report Title	Schedule of Meetings for 2021/2022	
Report Author	Adele Wylie Director of Legal and Democratic Services Adele.Wylie@NorthNorthants.gov.uk	
Contributors/Checkers/Approvers		
North MO		
North S151		
Other Director/SME		

List of Appendices

None

1. Purpose of Report

- 1.1 To advise Members of the schedule of meetings and locations for the Shared Services Joint Committee for the 2021-22 municipal year. Venues for meetings will be advised separately. Meetings may be held at various venues in the North and West.

2. Executive Summary

None.

3. Recommendation

- 3.1 It is recommended that the Schedule of Meetings for the 2021-22 municipal year as set out overleaf be noted.

SHARED SERVICES JOINT COMMITTEE		
Date	Time	Location
9 th June 2021	2.00 pm	North (Council Chamber Kettering)
7 th July 2021	2.00 pm	West (venue tbc)
11 th August 2021	2.00 pm	North (venue tbc)
8 th September 2021	2.00 pm	West (venue tbc)
6 th October 2021`	2.00 pm	North (venue tbc)
10 th November 2021	2.00 pm	West (venue tbc)
15 th December 2021	2.00 pm	North (venue tbc)
19 th January 2022	2.00 pm	West (venue tbc)
16 th February 2022	2.00 pm	North (venue tbc)
23 rd March 2022	2.00 pm	West (venue tbc)
27 th April 2022	2.00 pm	North (venue tbc)

4. Background Papers

Meeting Timetable (approved at Annual Council meetings - May 2021)