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**North
Northamptonshire
Council**




**West
Northamptonshire
Council**

Meeting: Shared Services Joint Committee
Date: Wednesday 27th April, 2022
Time: 2.00 pm
Venue: Council Chamber, Municipal Offices, Bowling Green Road, Kettering, NN15 7QX

To members of the Northamptonshire Shared Services Joint Committee:-

Councillors Lloyd Bunday, Helen Harrison and Jason Smithers (North)
Councillors Adam Brown, Malcolm Longley and Jonathan Nunn (West)

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Items requiring a decision			
06	Lead/Hosted Services – Change Requests a) Learning and Development Change Request b) Section 106 Team Change Request (Hosted)	Marie Devlin Hogg (NNC) & Alison Golding (WNC) Jim Newton (WNC) & Rob Harbour (NNC)	9 – 16

07	Lead/Hosted Services – Disaggregation a) IAA Variation Notice - Learning and Development Disaggregation	Marie Devlin-Hogg (NNC) and Alison Golding (WNC)	17 - 24
08	Inter Authority Agreements and Service Plans a) Inter Authority Agreement Service Plan - final delivery update. b) Inter Authority Agreement Variation Notice	Emma Conway (WNC) and Rochelle Mathieson (NNC) Adele Wylie (NNC) and Cath Whitehead (WNC)	25 - 54 55 - 68
Exempt Items			
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Urgent Items			
To consider any items of business for which notice has been given to the Proper Officer prior to the meeting and the Chairman considers to be urgent pursuant to the Local Government Act 1972.			
10	Close of Meeting		
<p>Adele Wylie, Monitoring Officer North Northamptonshire Council</p>  <p>Proper Officer 19th April 2022</p>			

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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 22 nd April 2022
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 22 nd April 2022
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 22 nd April 2022
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 22 nd April 2022

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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 – monitoringofficer@northnorthants.gov.uk

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Minutes of a meeting of the Shared Services Joint Committee

At 2.00 pm on Wednesday 23rd March, 2022 in the

Held as Judges Lodgings, County Hall, Northampton, NN1 1DD

Present:-

Members

Councillor Adam Brown	West Northamptonshire Council (WNC)
Councillor Lloyd Bunday	North Northamptonshire Council (NNC)
Councillor Helen Harrison	North Northamptonshire Council
Councillor Graham Lawman (substitute for Councillor Malcolm Longley)	North Northamptonshire Council
Councillor Jonathan Nunn (Chairman)	West Northamptonshire Council
Councillor Jason Smithers	North Northamptonshire Council

Officers

Katie Brown	Assistant Director for Safeguarding and Wellbeing (WNC)
Jane Carr	Director of Transformation (WNC)
Emma Conway	Head of Programme Management & Strategic Partnerships (WNC)
Jenny Daniels	Democracy Officer, Democratic Services (NNC)
Mark Dickenson	Assistant Director of Finance & Strategy (NNC)
Anne Marie Dodds	Assistant Director of Education (NNC)
Martin Henry	Executive Director of Finance (WNC)
Lisa Hyde	Director of Transformation (NNC)
Graeme Kane	Assistant Director Highways & Waste (NNC)
Chris Kiernan	Assistant Director of Education (WNC)
Maisie McInnes	Democracy Officer, Democratic Services (WNC)
Rochelle Mathieson	Head of Transformation – Partnerships & Design (NNC)
Kerry Purnell	Assistant Director of Housing and Communities (NNC)
Raj Sohal	Democracy Officer, Democratic Services (NNC)
Adele Wylie	Monitoring Officer and Director of Governance and HR (NNC)

67 Apologies for non-attendance

Apologies were received from Councillor Leanne Buckingham, Rob Bridge (Chief Executive, NNC), Anna Earnshaw (Chief Executive, WNC) and Janice Gotts (Director of Finance, NNC).

68 Members' Declarations of Interest

No declarations were made.

69 Notification of Requests to Address the Meeting

The Chair reported that no notifications from the public to address the meeting had been made.

70 Minutes of the Last Meeting Held on 19 January 2022

RESOLVED that: The minutes of the meeting held on 19 January 2022 be approved as a correct record

71 Actions from Previous Meetings

The Chair noted that there were no previous actions to note at this time.

72 Lead/ Hosted Services - Disaggregation

73 School Admissions Disaggregation

The Joint Committee considered a report of the Assistant Directors of Education (WNC and NNC), which set out the re-profiling of the timeline of Safeguarding in Education disaggregation from 31 March 2022 to September 2022 in line with the academic year. The report was marked as item 6a on the agenda for the meeting.

In answer to queries on the report the following was confirmed:

- All schools whether they be special schools, academies or LA maintained came under the same Ofsted inspection routine.
- Information could be provided following the meeting on class sizes.
- Special schools in the North of the county were reaching or at capacity so the department would work with them to create more places.
- The placement process was something they supported. Pupils were sent to the school that best met the needs they had rather than to where there was a place.
- The practice around pupils with special educational needs had been to ask for an educational healthcare plan if special provision was required. Until the previous year there had been a disproportionate number of children in special schools. They worked with all partners to ensure a child's educational outcomes were still delivered through an educational healthcare plan but they could not just be in a special school. There was a need to meet the needs of a child by accessing all services to support them in the best possible setting for the child.
- They were also working with the judiciary to ensure if a child came to tribunal that everyone involved in the conversation understood the conversation. Families sometimes felt that without a tribunal they would not have a child in a special school but sometimes their needs were best met in a different way.

The Panel also noted that communication was key in the efforts. Just sending the schools a message demonstrated that they were considered part of the process.

RESOLVED that: That the Joint Committee Shared Services:

- a) Approves the disaggregation of the Schools Admissions service in its current form and on an equal basis by September 2022 as set out within Option 2 (section 5.1 of the report); and
- b) Grants delegated authority to the Monitoring Officers for North and

West Northamptonshire Councils, in consultation with the Section 151 officers, to take any further decisions and actions necessary to implement recommendation a) above and conclude the requirements of the exit plan for IAA schedule 2B3.

74 Highways and Transport Disaggregation

The Joint committee considered a report of the Assistant Director Highways (WNC and NCC) which set out the disaggregation of the Highways Service. The report was marked as item 6b on the agenda for the meeting.

In answer to queries on the report the following was confirmed:

- The team would work in shadow form prior to the split on 1 September 2022.
- Plans would include future proofing the work. They would split into 2 teams which would work independently of each other. Many of the staff lived in the West but they would need to form a team in the North as well as West. There was a process that was being followed in relation to this and the unions were being consulted as they had with other teams that had disaggregated.
- Any person who would be required to work in the North when they lived in the West would be compensated by receiving their first years' worth of travel expenses back from the Council.

RESOLVED that: That the Shared Services Joint Committee:

- a) Approves the disaggregation of the Highways and Transport service by 30th September 2022;
- b) Approves the proposed arrangements for disaggregation, budget, staffing, contracts and cost implications, as set out in section 5 and section 7 of this report; and
- c) Grants delegated authority to the Monitoring Officers for North Northamptonshire Council and West Northamptonshire Council to take any actions required to give effect to the recommendations and conclude the requirements of the Exit Plan of IAA Schedule 2.

75 Inter Authority Agreements and Service Plans

76 Inter Authority Agreement Services Delivery Update

The Joint Committee considered a report of the Head of Programme management and strategic partnerships (WNC) and Head of Transformation – Partnerships & Design (NCC) which updated them on progress to date in relation to the development of Service Plans for lead and hosted shared services between North Northamptonshire Council and West Northamptonshire Council. The report was supported by various service plans from various services. The report was marked as item 7a on the agenda.

RESOLVED that: the Shared Services Joint Committee approves the following proposed service plans;

- a) Appendix B - SEND Information and Support Service (IASS) service plan
- b) Appendix C - Assistive Technology service plan
- c) Appendix D - Visual Impairment service plan
- d) Appendix E - Shared Lives service plan
- e) Appendix F - Personal Budget Support Service (PBSS) service plan
- f) Appendix G -Adult Mental Health Practitioners (AMHP) service plan

- g) Appendix H- Household Waste Recycling Centres (HWRC) service plan
- l) Appendix I - Streetlighting PFI service plan

77 Inter Authority Agreement 2021-22 Quarter 3 Performance Report

The Joint Committee considered a report of the WNC Performance and Governance Manager with the quarter three performance for services delivered via the Inter-Authority Agreement (IAA) arrangements between North Northamptonshire Council (NNC) and West Northamptonshire Council (WNC). This item was marked as Item 7b on the agenda.

Congratulations were expressed to officers who had managed to bring all performance to above or expected performance.

RESOLVED that: The Shared Services Joint Committee notes the quarter three performance report shown in Appendix A.

78 Urgent Business

None notified.

79 Close of Meeting

There being no further business the meeting closed at 2.20pm

Chair

Date



Shared Services Joint Committee Wednesday 27th April 2022

Report Title	Disaggregation Change Request: Learning and Development
Report Author	Marie Devlin-Hogg, Assistant Director Human Resources, NNC marie.devlin-hogg@northnorthants.gov.uk Alison Golding, Assistant Director Human Resources, WNC alison.golding@westnorthants.gov.uk
Executive Member	WNC Cllr Mike Hallam, Portfolio Holder for HR & Corporate Services. NNC Cllr Scott Edwards, Executive Member for Children, Families, Education and Skills.

Key Decision	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the decision eligible for call-in by Scrutiny?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there public sector equality duty implications?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information (whether in appendices or not)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicable paragraph number/s for exemption from publication under Schedule 12A Local Government Act 1972	None

List of Appendices

None

1. Purpose of Report

- 1.1 This report seeks approval of a change request to re-profile the disaggregation timeline for the Learning and Development functions noted in 3.1, ensuring the safe and legal disaggregation of training provision and minimal disruption to service delivery across North Northamptonshire Council (NNC), West Northamptonshire Council (WNC) and Northamptonshire Children's Trust (NCT).

2. Executive Summary

- 2.1 Learning and Development (L&D) is a hosted service, delivered by North Northamptonshire Council to West Northamptonshire Council and the Northamptonshire Children's Trust, through established service level agreements.
- 2.2 Prior to Vesting Day (1st April 2021), each individual sovereign authority had responsibility for their own learning and development arrangements, with some having more comprehensive provision than others. On 24th September 2020, the North Northamptonshire Shadow Executive Committee approved and adopted a Disaggregation Blueprint. The Disaggregation Blueprint identified that the L&D service would be hosted by NNC and would be disaggregated by October 2022.
- 2.3 Detailed disaggregation fact checks and impact assessments have been undertaken by the service leads, supported by the NNC Transformation Team and the outcome of these have led to the recommendations noted in this report. Section 5 of this report highlights the key risks that were identified as part of the fact checking / impact assessment process. The original Blueprint proposed disaggregation of all Learning and Development functions from April 2022, with a completion date of October 2022. This paper seeks approval of a change request that recommends a two phased approach to disaggregation but still with a completion date within the 2022/ 2023 financial year. This will mitigate some of the risks that have been identified and deliver the Blueprint requirements in a safe and legal way.
- 2.4 Section 6 of this report notes that the financial considerations of this change request have been factored into the 2022/23 Learning and Development budget.

3. Recommendations

That the Shared Services Joint Committee:

- 3.1 Approve the recommendation to re-profile the disaggregation timeline for the Learning and Development functions listed below, to commence in October 2022 (re-profiled from April 2022):
- iLearn (Learning Management System, LMS).
 - The Business Support function.
 - The Apprenticeship Training Provider function.
 - Apprenticeship Employer Digital Account Service.
- 3.2 Approve the recommendation to re-profile the disaggregation timeline for the L&D Children's function that delivers services to the Northamptonshire Children's Trust (NCT), in line with the Service Level Agreement timelines for 2022/23. This is currently due to expire on 30 September 2022, pending ongoing discussions with NCT.

3.3 Reasons for Recommendations:

- Ensures that NNC, WNC and Northamptonshire Children's Trust continue to operate in a safe and legal way, maintaining the ability for all three organisations to access statutory and mandatory training as required.
- Ensures that our current apprenticeship learners across NNC, WNC and NCT continue to receive a consistent, in-house apprenticeship training service whilst completing their learning journey and the apprenticeship levy monies are managed and allocated in accordance with Education & Skills Funding Agency rules and regulations.
- Ensures the fulfilment of our contractual and service level agreement obligations to the Children's Trust.

3.4 Alternative Options Considered;

- Continuing with a hosted service arrangement beyond March 2023 is not an option, as it fails to align to the Blueprint and the agreement to separate L&D services for WNC and NNC in the 2022/2023 financial year.

2. Report Background

2.1 Learning and Development is a North hosted service, delivering a comprehensive range of blended learning opportunities, qualifications, and apprenticeships to over 8000 learners across North Northamptonshire Council, West Northamptonshire Council, the Northamptonshire Children's Trust and the Private Voluntary and Independent Care Sector (PVI). In line with the agreed Blueprints, the Shadow Authorities agreed to establish separate L&D services for WNC and NNC by October 2022.

2.2 In total, there are seven functions that fall within the Learning and Development service, and these are reflective of the workforce structures and specialisms that they currently serve:

- **Adults, Communities and Wellbeing**
Provision of training to Adults, Communities and Wellbeing (over 3600 learners). Also includes training to the Private Voluntary Independent care home sector and provision of undergraduate placements and Assessed and Supported Year in Employment for social workers.
- **Leadership and Digital - Corporate L&D**
Provision of corporate training and development for employees of NNC, WNC and associated partners; includes leadership and management development, face to face training courses and mandatory/statutory training.
- **Children's and Education**
75% of this L&D function undertakes work on behalf of the Northamptonshire Children's Trust (NCT) through a Service Level Agreement. The remaining 25% of this team deliver L&D services to the Children's and Education Directorate within NNC and WNC.
- **iLearn - Learning Management System (LMS) function**
The current iLearn online learning management system enables booking and access to statutory and mandatory training. It provides an extensive catalogue of online learning and also hosts training resources for ERP Gold and other business critical systems, such as those used in social care.
- **The Business Support function**
The Business Support function provides support for all areas of L&D and inter-links closely with the iLearn system in terms of course administration and the

processing of key management information and reports. This includes mandatory and statutory training records and data.

- **The Apprenticeship Training Provider function**

This function is responsible for the in- house delivery of apprenticeships including Team Leader Level 3, Business Administration Level 3 and Lead Adult Care Worker Level 3 (this includes the CQC Required Care Certificate Training funded by the Apprenticeship Levy).

- **Apprenticeship Employer Digital Account function**

This function manages the digital apprenticeship accounts for NNC, WNC and NCT in accordance with Education & Skills Funding Agency rules and regulations. It is also responsible for the procurement and commissioning of external training providers and consultancy support to increase apprenticeship take up and ensure all levy funds are utilised.

2.3 Detailed fact checks relating to each of the different areas within L&D have been completed by the relevant service leads and the information gathered has been used to inform the recommendations in this report.

2.4 The fact checks highlighted several key risks associated with the disaggregation of all seven L&D functions simultaneously from April 2022; and this has led to a change request that recommends disaggregation takes place in two phases, but still with a completion timeline within the 2022/23 financial year:

- **Phase 1**, commencing from April 2022 (as per original timeline), to include Leadership and Digital, Adult's, Communities and Wellbeing and Corporate Children's/ Education (does not include Children's Trust).
- **Phase 2**, commencing from October 2022 (revision to original timeline), to include iLearn (Learning Management System, LMS), Business Support, Apprenticeship Training Provider, the Apprenticeship Digital Account and Children's Trust.

2.5 The main risks associated with the disaggregation of all functions from April 2022 relate to the quality and consistency of service delivery to our learners, statutory compliance and fulfilment of existing contractual obligations. These are highlighted in more detail in the next section.

3. Issues and Choices

3.1 Continuing with a hosted service arrangement beyond March 2023 is not an option, as it fails to align to the Blueprint and the agreement to separate L&D services for WNC and NNC in the 2022/2023 financial year.

3.2 One of the choices that has been considered in depth is to continue with the current proposed timeline of disaggregating **all** L&D functions by October 2022, rather than the recommended two stage / staggered approach put forward in this report. At the time when the original disaggregation timetable was agreed, the full fact-finding process for each service had not been undertaken. As a result of this more detailed analysis, it has become evident that commencing disaggregation of all seven functions from April 22 poses

significant risks to the delivery of our online learning system, business support function, apprenticeships and the Children's Trust service level agreement.

- 5.1.1 Specifically, the current hosted iLearn /online learning management system and business support function provides the necessary tools for employees to book and access mandatory and statutory training relevant to their roles; and enables each organisation to monitor and report compliance for audit and statutory purposes; including Ofsted and the CQC (Care Quality Commission). The current contract for iLearn expires on 31st March 2023, after which time, each organisation will need to have in place alternative arrangements to deliver their own online training and reporting. This will require a comprehensive re-tendering exercise to ensure the new learning management system reflects future learning needs and operating models. Reprofile the disaggregation for this function to commence from October 2022 – March 2023 will better align with the contract timelines and also mitigate the risks of non-compliance of mandatory training and reporting for all three organisations.

Without agreement to this change request, two organisations would no longer have access to an online Learning Management System in time for the proposed disaggregation process. There would be no access therefore to mandatory and statutory training or any other associated online learning resources. This includes access to the training resources for ERP Gold and other business critical systems such as those operating within social care. This would pose significant compliance, operational and reputational risks to each organisation.

As stated, the business support function is intrinsically linked the online learning system. If the change request is not approved, there would be no process in place for managing course bookings or producing the business-critical management Information that help to inform compliance, training needs and delivery.

- 5.1.2 Another key risk that has been identified with disaggregation of all functions from April 2022 involves apprenticeship delivery. Due to recent changes (in January 2022), the Government announced that it will no longer be accepting applications from organisations to become their own 'in-house' apprenticeship provider; unless there is clear evidence that no other provider can supply the apprenticeships in question. NNC is currently a registered 'in house' apprenticeship service provider, delivering a range of apprenticeship qualifications across NNC and WNC. Disaggregation of this function from April 2022 will mean that WNC have no ability to continue to deliver in-house apprenticeships to its employees. They will also have limited time to commission external providers for future provision or to passport their current apprentice learners to. If employees from the apprenticeship delivery service are disaggregated from April 2022 and transfer to West Northamptonshire Council, they will not be able to carry out their role as WNC are not a registered provider and have no mechanism to become one in the near future. This will render their roles redundant. There is a significant risk to the quality and consistency of learning for those apprentices who are currently completing their qualifications.

As the apprenticeship digital account function is so closely aligned to the apprenticeship delivery, it makes sense to disaggregate these functions within the same timescales, to avoid disjointed delivery and compliance / levy funding issues.

- 5.1.3 The L&D function currently delivers the iLearn, Business Support, Childrens and apprenticeship functions to the Northamptonshire Children's Trust, through a service level agreement. Presently, this agreement is due to expire on 30 September 2022, pending ongoing discussions with NCT. In order to fulfil our contractual obligations, it is recommended that the disaggregation of these functions aligns to the service level agreement timelines.
- 5.1.4 Considering the points raised above, staggering the disaggregation of L&D functions across 2022/23 will serve to mitigate the majority of the risks and issues that have been identified. This will still ensure that disaggregation is concluded within the financial year.

6 Next Steps

- 6.1 Pending agreement to this change request, the next steps will be to proceed with the disaggregation of the phase 1 and commence formal consultation with impacted employees and recognised trade unions.

7 Implications (including financial implications)

7.1 Resources and Financial

- 7.1.1 The impact of this disaggregation is factored into the 2022/23 Learning and Development budget.
- 7.1.2 The WNC Inter Authority Agreement (IAA) contribution is in place for 2022-23 for all seven L&D service areas. The IAA income to NNC will reduce by the associated amounts for the disaggregating service areas at the point of disaggregation.
- 7.1.3 NNC and WNC will meet future funding requirements through a review and realignment of existing budgets across the teams as required. This realignment will, for example, provide additional resource through the consolidation of legacy District and Borough training commissioning budgets.
- 7.1.4 It is recommended that a review of the team structures is undertaken by both authorities to ensure that the proposed structure can be accommodated within these realigned budget allocations.

7.2 Legal and Governance

- 7.2.1 The L&D service level agreement that is in place with the Northamptonshire Children's Trust is due to expire on 30 September 2022. The recommendations in this report seek to better align the service level agreement and the disaggregation timescales.

7.3 Relevant Policies and Plans

- 7.3.1 Formal consultation with staff and trade unions will take place in accordance with the agreed employment policies and procedures that are in place for each authority.

7.4 Risk

- 7.4.1 There are no significant risks arising from the proposed recommendations. The period of disaggregation would be extended by six months for four of the areas within L&D, but the completion timeline would remain within the 2022/23 financial year.

7.5 Consultation

- 7.5.1 Formal consultation with impacted employees and trade unions will commence in line with the agreed disaggregation timeline.

7.6 Consideration by Executive Advisory Panel

- 7.6.1 Not applicable.

7.7 Consideration by Scrutiny

- 7.7.1 Not applicable.

7.8 Equality Implications

- 7.8.1 Any equality impacts will be considered as part of the formal employee consultation process.

7.9 Climate Impact

- 7.9.1 Not applicable.

7.10 Community Impact

- 7.10.1 Not applicable.

7.11 Crime and Disorder Impact

- 7.11.1 Not applicable.

8 Background Papers

- 8.1 Not applicable.

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Shared Services Joint Committee Wednesday 27th April 2022

Report Title	IAA Variation Notice Learning and Development Disaggregation
Report Author	Marie Devlin-Hogg, Assistant Director of Human Resources, NNC, marie.devlin-hogg@northnorthants.gov.uk Alison Golding, Assistant Director of Human Resources, WNC, alison.golding@westnorthants.gov.uk
Executive Member	WNC Cllr Mike Hallam, Portfolio Holder for HR & Corporate Services NNC Cllr Scott Edwards, Executive Member for Children, Families, Education and Skills

Key Decision	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the decision eligible for call-in by Scrutiny?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there public sector equality duty implications?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information (whether in appendices or not)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicable paragraph number/s for exemption from publication under Schedule 12A Local Government Act 1972	

List of Appendices

None

1. Purpose of Report

- 1.1 To seek approval to disaggregate the Learning and Development (L&D) functions listed below, by 30 September 2022:
- Adults, Communities & Wellbeing.
 - Childrens (the Education provision).
 - Leadership and Digital.

2. Executive Summary

- 2.1. On 24th September 2020, the North Northamptonshire Shadow Executive Committee approved and adopted a Disaggregation Blueprint. One of the decisions that was identified within this Blueprint was a North hosted Learning and Development (L&D) service, with responsibility for delivering a comprehensive learning and training offer to West Northamptonshire Council and the Northamptonshire Children's Trust (NCT), through established service level agreements. The Blueprint also noted that the hosted arrangements would be disaggregated by October 2022, thus establishing separate L&D services for NNC and WNC.
- 2.2. Prior to the formation of the two unitaries, sovereign authorities had responsibility for their own learning and development arrangements, with some delivering this in-house, and others commissioning external providers.
- 2.3. In total, there are seven separate functions that fall within the hosted Learning and Development service. In addition to this disaggregation paper, a change request has also been submitted to the Shared Services Joint Committee to seeks approval to disaggregate these seven functions in two phases, but still with a completion date within the 2022/ 2023 financial year.
- 2.4. The recommendations within this report seek approval to disaggregate the L&D functions noted in section 3.1, by 30 September 2022 in line with the agreed Disaggregation Blueprint. This would form Phase 1 of the disaggregation process.

Pending approval of this recommendation, the remaining L&D functions will disaggregate by 31 March 2023; or in the case of the L&D function delivering services to the Northamptonshire Children's Trust (NCT), disaggregation will take place in line with the Service Level Agreement timelines for 2022/23. This would form Phase 2 of the disaggregation process. A further impact assessment would be bought to the committee at that stage, to approve disaggregation of the remaining functions.

3. Recommendations

- 3.1. That the Shared Services Joint Committee:
 - a) Approve the disaggregation of the L&D functions listed below, by 30 September 2022:
 - Adults, Communities & Wellbeing.
 - Childrens (the Education provision).
 - Leadership and Digital.
 - b) Grant delegated authority to the Monitoring Officers for North and West Northamptonshire Councils to put into place a deed of variation to the Inter Authority Agreement (IAA) for the service to exit the IAA.

- c) Approve that both WNC and NNC will act in accordance with Service Plans, Exit Plans, and any Collaborative Working Agreements agreed by both WNC and NNC service leads and approved by Monitoring Officers until such time as a formal Deed of variation has been completed.

3.2. Reasons for Recommendations:

- Ensure the safe and legal disaggregation of Learning and Development functions, in line with the Local Government Reform Blueprint.
- Enable each authority to tailor their learning and development provision to their organisational/corporate priorities and service delivery model.
- To ensure that any changes to the Inter Authority Agreement arising from disaggregation are correctly enacted with proper authority.

3.3. Alternative Options Considered

The option to remain as a hosted service was considered but it is recognised that this option does not align to the Disaggregation Blueprints agreed by the Shadow Executives in September 2020.

4. Report Background

- 4.1 Since the formation of the two new unitary authorities in April 2021, the L&D service has been hosted by NNC and provides services to WNC and the Children's Trust; as per the agreed Blueprints.
- 4.2 Detailed disaggregation fact checks and impact assessments have been completed, and options about the future of the L&D service have been considered. The outcome of this work has led to the recommendations noted in this report; notably to proceed with a two phased disaggregation approach, commencing in April 2022.
- 4.3 Phase 1 disaggregation (Adults, Communities & Wellbeing L&D, Children's L&D and the Leadership and Digital function) incorporates 24 posts (21.23 full time equivalent), including 3 vacancies.
- 4.4 The impact of disaggregation has been factored into the 2022/23 Learning and Development budget.
- 4.5 To ensure continuity of service delivery, both authorities will review operating structures post disaggregation. Therefore, any future service redesign will be carried out separately, in accordance with the respective governance processes for each Council. WNC and NNC will meet future funding requirements through the realignment of existing budgets.

- 4.6 The recommended option comprises of a 50/50% split of staff and budgets, operating independently in NNC and WNC.

5. Issues and Choices

- 5.1 The Impact Assessment considered two main options:

- (1) Remain as a Hosted Service.
- (2) A 50/50% split of functions.

The key benefits and dis-benefits of these options are summarised in Table 1.

5.2 Table 1

Option	Benefits	Dis-benefits
Option 1 – Remain as a Hosted Service.	<ul style="list-style-type: none">• No disruption to current service /ensures consistency and continuity of training provision.• Realises economies of scale in delivery of training courses.• Reduces risk of skills gap/ management capacity and enables cross-working.	<ul style="list-style-type: none">• Does not align to agreed Blueprints for hosted service disaggregation.• Reduces ability to deliver bespoke / tailored learning and training solutions that meet the specific needs of each Council.• Lack of ownership of learning and development opportunities.
Option 2 – Split the Function 50/50%	<ul style="list-style-type: none">• Aligns to the Corporate Plan and agreed Blueprints for each organisation.• Enables each authority to provide bespoke / tailored learning solutions that align to organisational priorities and needs.• Enables each council to redesign their L&D delivery model and structure in a way that is fit for the future and in line with budgetary requirements.	<ul style="list-style-type: none">• Duplication in mirroring generic training course and reporting requirements.• Potential for skills gap/ specialist knowledge gap due to 50/50 split, leading to further recruitment post disaggregation.• Potential risk of some in scope employees choosing to leave, due to concerns about work location and distance from home address.

- 5.3 Option 2 is the recommended option, as endorsed by the Joint Officers Board on 16th March 2022.
- 5.4 The three recommended Learning and Development functions will disaggregate with as near to a 50/50 split of staff resource and budget as possible (approximately 10.6FTE in each authority).

- 5.5 The original Blueprint proposed the disaggregation all L&D functions by October 2022. When this timeline was proposed, the detailed fact-finding exercise of each of the functions that make up L&D had not been completed. The fact checks identified several key risks associated with the disaggregation of all seven L&D services simultaneously from April 2022. Option 2 will deliver disaggregation of the three of the seven functions safely and legally, within the Blueprint timeline.
- 5.6 As a joint project between North and West Northamptonshire Council, it has been agreed that the North Transformation Team provide a lead Project Manager. Enabler resource across both authorities will also be required to support to the project within the expected timescales.
- 5.7 As stated, both Councils will meet the funding requirements through a review and realignment of existing budgets across the teams as required.
- 5.8 Any options listed here will be reflected in the Decisions and Minutes published after the meeting.

6. Next Steps

- 6.1 Engagement and formal consultation with in-scope staff and recognised union representatives will take place following approval of the recommendations in this report.

7. Implications (including financial implications)

7.1 Resources and Financial

- 7.1.1 The impact of this disaggregation is factored into the 2022/23 Learning and Development budget.
- 7.1.2 The WNC Inter Authority Agreement (IAA) contribution is in place for 2022-23 for all seven L&D functions. The IAA income to NNC will reduce by the associated amounts for the disaggregating functions at the point of disaggregation.
- 7.1.3 NNC and WNC will meet future funding requirements through a review and realignment of existing budgets across the teams as required. This realignment will, for example, provide additional resource through the consolidation of legacy District and Borough training commissioning budgets.
- 7.1.4 It is recommended that a review of the team structures is undertaken by both authorities to ensure that the proposed structure can be accommodated within these realigned budget allocations.

7.2 Legal and Governance

- 7.2.1 The Shared Service Joint Committee is responsible for ensuring there are robust plans for any disaggregation of services and that there is a smooth transition to new service delivery arrangements. The Committee is also responsible for ensuring that statutory arrangements are in place for each Council.
- 7.2.2 The L&D service, which provides statutory and mandatory training, is currently hosted by NNC and provided to WNC. Upon the termination of this hosted Inter Authority Agreement, an Exit Strategy will be put in place.
- 7.2.3 As part of the disaggregation process, employees will undergo a consultation period where the outcome of employee allocation will be determined, and some employees will transfer across to WNC under Transfer of Undertakings (Protections of Employment) rules (TUPE) and the disaggregation principles agreed with the Trades Unions.

7.3 Relevant Policies and Plans

- 7.3.1 The disaggregation of the L&D functions complies with the requirements of the approved Blueprint, which outlines the hosted services in each authority that require disaggregating.

7.4 Risk

- 7.4.1 There are no significant risks arising from the proposed recommendations in this report. Any project management risks will be managed through the project governance process.

7.5 Consultation

- 7.5.1 Consultation with affected employees and recognised trades unions will commence in May 2022 for a minimum period of 45 days subject to the approval to proceed with phase 1 disaggregation.

7.6 Consideration by Executive Advisory Panel

- 7.6.1 Not applicable

7.7 Consideration by Scrutiny

- 7.7.1 Not Applicable

7.8 Equality Implications

- 7.8.1 Any equality impacts will be considered as part of the formal employee consultation process.

7.9 Climate Impact

7.9.1 As part of the disaggregation some staff will TUPE from NNC to WNC, there may be reduced or additional travel considerations for some members of staff.

7.9.2 There is the ability to better utilise technology and deliver more online training to offset the potential impact noted in 7.9.1 and align delivery to each Councils future working strategies. Alongside, training materials can also be provided online therefore reducing paper and printing usage.

7.10 Community Impact

7.10.1 Not Applicable.

7.11 Crime and Disorder Impact

7.11.1 Not Applicable.

8. Background Papers

8.1 Not Applicable.

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Shared Services Joint Committee 27th April 2022

Report Title	Inter Authority Agreement Service Plan - final delivery update.
Report Author	<p>Emma Conway – WNC, Head of Programme management and strategic partnerships Emma.Conway@westnorthants.gov.uk</p> <p>Rochelle Mathieson, NNC Head of Transformation – Partnerships & Design Rochelle.Mathieson@northnorthants.gov.uk</p>

Key Decision	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the decision eligible for call-in by Scrutiny?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there public sector equality duty implications?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information (whether in appendices or not)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicable paragraph number/s for exemption from publication under Schedule 12A Local Government Act 1972	

List of Appendices

- Appendix A - HWRC schedule 2 amends**
Appendix B - School Swim Service plan
Appendix C - Delivery schedule

1. Purpose of Report

- 1.1. To provide a progress update in relation to the development of Service Plans for lead and hosted shared services between North Northamptonshire Council and West Northamptonshire Council following handover to business as usual on 1 April 2022.
- 1.2. To present proposed amendments a to the Inter Authority Agreement (IAA) Schedule 2 (**see appendix A**) and seek approval of the revised content for the services listed below:
 - 2G3 Household Waste Recycling Centres (HWRC)

- 1.3. To present the Service Plan (**see Appendix B**) and seek approval of the performance measures and finance information as set out within the individual Service Plan for the service listed below:
- 3H3 School swim service
- 1.4. To provide an update on the IAA performance reporting timeline for 2022/23.

2. Executive Summary

- 2.1 All phases of the IAA Service Plan Delivery schedule have been completed and a handover of the service plan development and change request process to business as usual has taken place.
- 2.2 Development, management and performance reporting of plans has been handed over to Provider Authority Service leads as of April 1st 2022 and is now considered 'business as usual'.
- 2.3 Outstanding IAA Schedule 3 Service Plans that remain in development have been handed over to Service leads to be reprofiled to an appropriate future governance cycle, for presentation to Shared Services Joint Committee.
- 2.4 When considering the IAA, services due to be disaggregated by the end of September 2022 (end of quarter 2) have been identified as requiring an Exit Plan, and these will be completed as part of the related disaggregation workstreams. (**See Appendix C**)
- 2.5 Amendment to the IAA Schedule 2 content (as set out in section 1.2) has been identified during service plan development and disaggregation planning. Prior to formal adoption within the IAA these amendments require Shared Service Joint Committee approval. (**See appendix A**)
- 2.6 The 2022/23 quarterly performance reporting timetable has been developed and all approved Service Plan performance targets have now been incorporated into the performance dashboard.

3. Recommendations

- 3.1 It is recommended that the Joint Committee:
- 3.1.1. Approve the proposed amendments to the IAA Schedule 2;
a) Appendix A - Household Waste Recycling Centres (HWRC)
- 3.1.2. Approve the proposed IAA Schedule 3 Service Plans;
a) Appendix B - School Swim Service
- 3.1.3. Note the 2022/23 performance reporting timeline for information.
- 3.2 Reason for Recommendations:

- To ensure information held within the IAA schedules accurately reflects service functions and completed service plans and reporting mechanism are agreed and in place for all approved IAA Service plans.
- 3.3 Alternative Options Considered
- Not to approve the Service Plans and Schedule 2 amendments - this could result in inaccuracy of the IAA schedule content and create a delay to reporting and monitoring.

4. Report Background

- 4.1 A phased delivery timeline (**Appendix C**) and reporting approach for IAA Schedule 3 Service Plan development was agreed at Shared Services Joint Committee on 6th October 2021 (**see section 8, Background Papers**). All delivery stages have now been completed.
- 4.2 The following Service Plans, scheduled for completion, remain outstanding:
- Public Health Adults Learning
 - Public Health Intelligence and STP
 - IT – Digital and Technology
- 4.3 The Public Health Adults Learning Service Plan KPIs have been agreed, however discussions are ongoing with Education and Skills Funding Agency (ESFA) to agree the finance Schedule 3 information. There have also been some delays due to an Ofsted inspection of the service, therefore approval of the completed service plan will be reprofiled to a future governance cycle.
- 4.4 Public Health Intelligence and STP, a Lead arrangement provided by North Northamptonshire, is undergoing an options appraisal to establish whether a Service Plan or Change Request will be required. Consideration and approval request will be reprofiled to a future governance cycle.
- 4.5 The IT Service Plan development has commenced, and drafts are available, however additional time is required to allow for further discussions and joint agreement, there are complexities around both Key Performance Indicators (KPI) and finance information. Approval of the completed Service Plan will be reprofiled to a future governance cycle.

5. Reporting

- 5.1 All approved Service Plan KPI information will be incorporated in the IAA dashboard and will be included within the quarterly performance report until such a time as the Performance team are advised by the Provider Authority that disaggregation is complete, and removal is required.
- 5.2 The schedule for reporting for 2022/2023 has been developed and is outlined below. 2023/24 Shared Service Joint Committee meeting dates are not available at present therefore the Q4 timeline will be provided to Members once these dates are confirmed.

Performance report period	Date of Joint Officer Board	Date of Shared Services Joint Committee Member Briefing	Date of Shared Services Joint Committee
2021/22			
Quarter 4	4 th May 2022	18 th May 2022	8 th June 2022
2022/23			
Quarter 1	18 th August 2022	31 st August 2022	21 st September 2022
Quarter 2	26 th October 2022	9 th November 2022	22 nd November 2022
Quarter 3	22 nd February 2023	8 th March 2023	29 th March 2023
Quarter 4	TBC	TBC	TBC

6. Issues and Choices

- 6.1 Following completion of all delivery phases, Schedule 2 change requests and the completed Schedule 3 Service Plans (**Appendix A-B**) now require Committee approval.

Should the Committee be minded to not approve the Service Plans and Schedule 2 amendments; this may result in inaccuracy of the IAA schedule content and create a delay to reporting and monitoring of the performance measures while required adjustments are made to the Service Plans.

7. Implications (including financial implications)

7.1 Resources and Financial

- 7.1.1 Service area, Legal, Finance and Performance resources are required to produce the associated Service Plans and action proposals referenced within this report. This is being delivered within existing resource across both West and North Northamptonshire Councils and there are no resources or financial implications arising from the proposals. Financial and performance implications relating to individual services are considered and set out within the relevant service plans.

7.2 Legal and Governance

- 7.2.1 The Shared Services Joint Committee is responsible for “Approving the Service Plans for the Specified functions including targets for service quality, performance and efficiency.” As well as “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.”
- 7.2.2 Subject to approval by the Joint Committee, Legal services, on instruction from the services, will be required to ensure all authorised variations to the IAA agreement and schedules are incorporated into the agreement via a deed of variation.

7.3 Risks/Issues

There are no outstanding Risks/issued arising from recommendations within the report.

7.4 Consultation

7.4.1 No consultation activity is required because of this report/activity.

7.5 Consideration by Scrutiny

7.5.1 No consideration by scrutiny has been requested.

7.6 Climate Impact

7.6.1 There is no climate impact arising from the recommendations within the report.

7.7 Community Impact

7.7.1 There is no anticipated community impact because of this report.

7.8 Consideration by Executive Advisory Panel

7.8.1 No consideration by Executive Advisory Panel has been requested.

7.9 Equality Impact

7.9.1 There is no equality impact arising from the recommendations within the report.

7.10 Crime and Disorder Impact

7.10.1 There is no anticipated crime and disorder impact because of this report.

8. Background Papers

8.1 Administrative agreement
<https://northnorthants.moderngov.co.uk/documents/s1068/7.%20Appx%20B%20-%20IAA%20and%20Schedules.pdf>

8.2 Inter Authority Agreement Progress Update and Quarter 1 Service Delivery Performance (Item 6)
<https://northnorthants.moderngov.co.uk/ieListDocuments.aspx?CId=152&MId=496&Ver=4>

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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 **net** amount to be recharged between NNC and 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:~~ E-Permits - NNC and WNC will work together to administer the HWRC e-permits system, which will include the following activities:

- 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

Appendix A

- 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 (at the request of WNC) and
- f) Liaise with the West 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: Charity Waste Permits - NNC and WNC will work together to administer the Charity Waste Permit system which will include the following activities:~~

- 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

~~1.3.1. 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. If WNC wishes to use the e-permits system at Farthinghoe, this will be subject to agreement by both parties.~~

1.4. Duration of Hosted / Lead Provision

1.4.1. 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:

- a) The Urbaser HWRC contract
- b) The ACL Wood Waste contract (and any replacement arrangements)

~~The IT hosting and technical support arrangements required for the e-permits system.~~

1.4.2. In managing the Urbaser HWRC contract, NNC will:

Appendix A

- 1.4.2.1. 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.

~~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;~~

~~Liaise with the contractors as required to resolve any issues;~~

- 1.4.2.2. ~~For an interim position, and whilst a vacancy in the North exists (up to 31st March 2023 latest or earlier if the equivalent post is recruited to), WNC will carry out the day-to-day site inspection for both the North and West HWRC sites to ensure they are compliant with contracts, fit for purpose and safe for members of the public, site staff and visitors. WNC and NNC will work collaboratively to liaise with the contractors as required to resolve any issues~~

1.4.3. Apply contractual defaults where required

- Hold regular contract meetings. Note that a representative for WNC will have an open invitation to all meetings with the contractor
- Ensure that robust business continuity arrangements are in place
- 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
- Audit the data received from the contractor to ensure it is accurate
- Make arrangements for the disposal of residual waste that is collected under the HWRC contract
- Manage the payment processes with the contractor; ~~and~~
- Manage the recharge process between NNC and WNC

1.5. 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:

- The Lot 3 contract expires
- The maximum tonnage for the Lot 3 contract is exceeded
- 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
- WNC secure arrangements that would enable residual waste from the HWRC to be treated or disposed of more cheaply

1.6. In managing the ACL wood waste contract (or any replacement arrangements), NNC will:

Appendix A

- 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
- Liaise with the contractor to resolve any issues
- Apply contractual defaults where appropriate
- Hold sufficient contract meetings
- Audit the data received from the contractor to ensure it is accurate
- Manage the payment processes with the contractor and
- Manage the recharge processes between NNC and WNC.

1.7. 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.~~

1.8. Following the disaggregation of the teams on 1st February 2022, the Parties agree to work together in a fair and mutual agreement to support one another in the business activities outlined in this agreement, and specifically to support the management of the contracts above and for the purposes of up-skilling and resilience cover until the end of the contract

1.9. The Parties agree that in respect of the contract between North Northamptonshire Council and Urbaser for the management of HWRC in Northamptonshire which commenced on the 1st April 2010 and expires on the 31st March 2025 (the "Contract") in the event that one party terminates the Contract in accordance with the provisions of clause 64, without the prior written agreement of the other party, the terminating party shall be responsible for the costs of termination as detailed under the Contract.

1.10. NNC will recharge WNC for the services provided by the following:

- a. Urbaser
- b. Residual Waste Lot 3 (in relation to HWRC waste)
- c. ACL

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

Appendix A

- b. The ACL Wood Waste contract (and any replacement arrangements) and
- c. The I.T. hosting and technical support arrangements required for the e-permits system.

3. STAFFING

3.1. Service provision

~~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.~~

~~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.~~

~~The Parties acknowledge that establishment's 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.~~

Staffing provision is set out in IAA Schedule 3G3. Staff from both NNC and WNC will work collaboratively to ensure delivery of the service as part of the agreed Collaborative Working Agreement.

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 and Appendix A – Recharge Mechanism, Section 6 & 7~~ below, 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 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 5.1.1 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.

Appendix A

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.

5.2. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.2.1. Local Reporting requirements to be agreed between the Parties

6 RECHARGES; FEES / CHARGES FOR PUBLIC /THIRD PARTY USE OF SERVICE

~~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).~~

~~For the avoidance of doubt, no additional costs should be added to these rates without prior agreement.~~

Appendix A

~~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.~~

~~For the avoidance of doubt, there will be no recharges associated with the operation of Farthinghoe recycling centre~~

- 6.1 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)
- 6.2 Once the initial hosting period has terminated (12 months after vesting day or sooner), ~~then 50% of the staffing costs officers~~ 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. ~~The authorities have estimated the likely time spent by each authority supporting the other and allocated costs accordingly. The Service Managers and ADs will review these calculations on a regular basis and will agree the value of any recharges.~~
- ~~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.~~
- 6.3 ~~If either authority is unable to provide the resource set out in this agreement from 1st April 2022, then if the other authority can provide cover they will recharge for staff as agreed between Team Leaders in consultation with ADs~~
- 6.4 ~~During the initial hosting period and prior to the disaggregation of the team on 1st February 2022, 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. Following on from the disaggregation, the West and North agree to cover their own costs for the above.~~
- 6.5 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.
- 6.6 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

Appendix A

- e. The frequency of invoices will be monthly in arrears unless otherwise agree and
- f. Invoices will be paid within 30 days of receipt

~~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.~~

7. ADDITIONAL INFORMATION

7.1 Contractual Sinking Fund Payment

- 7.1.1 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 any proposed capital works to be funded from the sinking fund, with a view to reaching agreement including allocating costs on a site-by-site basis, with a view to ensuring fair investment between WNC and NNC

7.2 General Provisions

- 7.1.2 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.

7.3 Upon expiry of the HWRC contract, that Parties agree that

- 7.3.1 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 between NNC and WNC, considering the investment in sites, ~~recorded by paragraph 10.1.3 on the basis of a 5/9 contribution and taking into account spend from the sinking fund (ie which sites have benefitted)~~
- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 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.

7.4 Consideration of Savings

- 7.4.1 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.

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7.4.2 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.

7.4.3 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.

7.5 Cooperation & Review

7.5.1 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.

7.5.2 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.

7.5.3 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~~ will liaise with its members regarding the provision of these services, with the discussions to be taken into account by the officers who are managing the contracts.

7.6 Recharge Mechanism

7.6.1 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 below.~~

7.6.2 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.

7.6.3 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). ~~Unless alternative arrangements are made under clause 1.5.~~

7.6.4 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.

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- 7.6.5 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.
- 7.6.6 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.
- 7.6.7 The Parties acknowledge that the costs within the HWRC contract and the Wood Waste Contract are subject to inflationary increases annually.
- 7.6.8 For the avoidance of doubt, no additional costs (e.g., on-costs) should be added to the recharges without prior agreement between the Parties.
- 7.6.9 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.

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	Note this payment is normally made in June of the following financial year.
Management Fee	<p>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.</p> <p>For 2021/22 these amounts are:</p> <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	<p>A specific income per tonne is received for each recyclable material.</p> <p>Therefore, the income from recyclables collected in WNC will be itemised by material multiplied by the applicable income.</p> <p>The total will be deducted from the total recharged amount.</p>
Reuse Income	<p>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.</p> <p>The total will be deducted from the total recharged amount.</p>
Trade Waste Royalty	The contractor 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.

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Staff Costs 1 April 2022 – 31 March 2025	<p>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:</p> <p>□ 1x waste performance officer (ex NCC post); and</p> <p>□ 1x waste contracts officer (ex NCC post).</p> <p>Both authorities will be undertaking work for the other. The authorities have estimated the likely time spent by each authority supporting the other and will review and agree the value of any recharges i.e. the difference in the charges from one to the other. Given the expected balance of work for both authorities to the other, it is not anticipated that any recharging of costs will be necessary. This will be reviewed on a quarterly basis. Note that the baseline staff for managing the HWRC contract are:</p> <ul style="list-style-type: none"> • 1x waste performance officer (ex NCC post); and • 1x waste contracts officer for site inspections for a limited time up to 1 year • 1x waste contracts officer providing support for the duration of the HWRC contract <p>Proposals to change contract management resource for the HWRC Services should be made in consultation with WNC.</p>
Travel Costs & PPE	<p>The costs will be recharged at 50% of the actual costs incurred by NNC to WNC. will be the responsibility of each Authority</p>

8. INFORMATON TECHNOLOGY

8.1 Service IT Systems

- 8.1.1 The Parties acknowledge that when the contract for 'OutSystems' (an IT platform necessary to host the HWRC e-permits system), expires 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
- 8.1.2 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

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9. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

9.1 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, North Northamptonshire Council and West Northamptonshire Council are joint Data Controllers.
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 on 31st March 2025 or at the end of the contract if sooner
Nature and purposes of the processing	Personal data is for the administration of all aspects relating to this service including: <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	The Data Processor Joint Data Controllers 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 and any residual personal data shall be

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	permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data, the Data Controllers 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.

9.2 DATA PROCESSING ARRANGEMENTS

- 9.2.1 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
- 9.2.2 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
- 9.2.3 **Up to the point of disaggregation of the work (1st February 2022)-** Data required to be entered onto Waste Data Flow (WDF) 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 data hosting period.~~ **After the initial hosting period (to 31st January 2022) NNC will provide WNC with data relevant to HWRCs for them to enter into WDF themselves in line with WDF deadline and both authorities will work together where needed to deal with any issues/questions arising.**
- 9.2.4 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
- 9.2.5 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
- 9.2.6 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
- 9.2.6 Meetings between officers representing WNC and NNC will be held at least monthly (unless mutually agreed between the Parties) and more frequently if

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required to enable the exchange of information, resolution of issues and continued transformation of the Services

9.3 Details of Bespoke Data Management Arrangements

9.3.1 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.

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(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	Provided by NNC to WNC as requested within the final 3 years of the contract.

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	information required to inform the subsequent re-procurement or repatriation (in house) of this service.	
(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.
Xxiii)	Information shared between NNC and WNC by email to enable shared working as part of the collaborative working arrangements following on from TUPE and disaggregation processes	Access to and provision of ad-hoc information as necessary between WNC and NNC

9.3.2 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.

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SERVICE PLAN

SERVICE AREA	Adults, Communities & Wellbeing
FUNCTION	School Swimming Service
SERVICE TREATMENT	Host
PROVIDER AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. OVERVIEW

1.1 This Service Plan sets out the approved budget and key performance indicators (KPIs) in respect of the delegated Function(s) and Services detailed in the corresponding Schedule 2H3.

2. CRITICAL SERVICE FAILURES

2.1 Critical service failures in respect of the Delegated Functions in this Schedule 2H3 are;

- 2.1.1 Failure to monitor service operator, Northamptonshire Sports delivery of the school swimming service to those schools with a service level agreement in place, on behalf of the Provider Authority, for a protracted period of time (more than one month).

3. NOTICE PERIOD

3.1 The Notice period for termination of this Delegated Function is 6 months.

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4. KEY PERFORMANCE INDICATORS

4.1 National / statutory reporting

Ref	KPI description	Target	Performance threshold levels	Guidance on definition	Reporting frequency	Reported to
National Requirements reported Centrally						
-	None					
National Requirements reported Locally						
	None					

4.2 Locally agreed KPIs

Ref	KPI description	Target	Performance threshold levels	Reporting frequency	Overview / Supporting notes (may include references to baseline data)
SWS01	Quarterly performance review meeting to take place with Northamptonshire Sport	Quarterly meeting undertaken	Green – Meeting took place Red – Meeting did not take place.	Quarterly	
SWS02	Provision of a performance report to WNC.	Quarterly	Green – Report provided Red – Report not provided.	Quarterly	<ul style="list-style-type: none"> Number of Schools accessing the service Number of pupils who accessed the service.

Appendix B

Schedule 3 – Financial Information

1. Recharging Principles

- 1.1. Neither Council pays a contribution for the delivery of this service, and therefore there are no recharges to WNC.
- 1.2. The service operates on a cost neutral basis, so that all costs and income associated with running the service will be recovered during the financial year by the Provider Authority in line with the Provider Authority Service budget.
- 1.3. Table 1 shows the financial information for 2021/22:

Closure of pools, due to COVID-19, has had a significant effect on the Service delivery since March 2020. This continued 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 which determined how soon the Service reopened.

Forecast Outturn	Expenditure	Income
2021 – 2022	115,927	85,803

- Income loss has been accounted for through Covid-19 grants to the end of financial year 2020-21. However, all services were not back up and running for 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.
- As the Service is funded by income generated, there is likely to be a shortfall during the financial year 2021/22. The Parties will co-operate to address the need to provide a scheme around costs sharing on a 50/50 basis.
- If the Service generates a surplus in future years the Parties will co-operate to provide a scheme around profits sharing on a 50/50 basis.
- As at P11, the Service is anticipating an £30,124 loss of income for 2021/22 due to the disruption of Covid-19 to the delivery of services.

Table 1

Service area	Budget before disaggregation	WNC Disaggregated Budget 2021/22	NNC Recharged Budget from WNC 2021/22	Quarter 1 recharge April - June 2021	Quarter 2 recharge July - Sept 2021	Quarter 3 recharge Oct - Dec 2021	Quarter 4 recharge Jan - March 2022
School Swim Service	0	0	0	0	0	0	£0 Plus or minus reconciling amounts based on actuals incurred throughout the year
TOTAL	0	0	0	0	0	0	To be agreed through Q4 reconciliation process

Summary - North Lead Budget	
North Northamptonshire Council Swim School Service - Gross Budget	£0
Income from West Northamptonshire Council	0
North Northamptonshire Council Net Budget	£0

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Appendix C: Phased plan final status update.

Pilot Services Target completion date: 30 th September 2021 (Complete)	Phase 1 (Lead Services) Target completion date: 31 st October 2021 (SSJC – December 2021)	Phase 2 (Lead Services) Target completion date: 30 th November 2021 (SSJC – January 2022)	Phase 3 (Hosted Services) Target completion date: 31 st December 2021 (SSJC - February 2022) Meeting cancelled so all approvals to March SSJC.	Phase 4 (Hosted Services) Reprofiled disaggregation and subject to change request Target completion date: 31 st January 2022 (SSJC - March 2022)
Minerals and Waste Planning Complete	Lord Lieutenantcy Support Removed from scope	Public Health – Adult Learning Moved to Phase 4	Adults – Adult Mental Health Practitioners (AMHPs) Complete	Childrens – Sensory Impairment Service Exit plan
Digital Infrastructure Complete	Place – Culture and Leisure and OL Learning Exit plan	Public Health – Director of Public Health (DPH) Exit Plan	Adults - Assistive Technology Complete	Childrens – School admissions Exit plan
Libraries Complete	Place – Country Parks Exit Plan	Public Health – Public Health Intelligence & STP Moved to Phase 3	Adults - Shared Lives Complete	Childrens –Safeguarding in Education Exit plan
L&D (schedule includes Apprenticeship) Complete	Children’s – The Virtual Schools Complete	Adults – Community and Leisure - Northamptonshire Archaeological Resource Centre (NARC) Complete	Adults – Deprivation of Liberty Service Complete	Place – Household Waste recycling centre (HWRC) Complete
	Place – Street Lighting (PFI contract) Moved to Phase 3	Place – Portable Antiquities Scheme (PAS) Complete	Public Health - Management, Commissioning and Admin Exit plan	Place – Street Lighting (PFI contract) Complete
	Northamptonshire Traveller Unit Complete	Place - Historic Environment Record (“HER”) Complete	Public Health - Wellbeing Services Exit plan	Public Health – Adult Learning Not complete - reprofiled date to be confirmed by Service lead.

Pilot Services Target completion date: 30 th September 2021 (Complete)	Phase 1 (Lead Services) Target completion date: 31 st October 2021 (SSJC – December 2021)	Phase 2 (Lead Services) Target completion date: 30 th November 2021 (SSJC – January 2022)	Phase 3 (Hosted Services) Target completion date: 31st December 2021 (SSJC – February 2022) Meeting cancelled so all approvals to March SSJC.	Phase 4 (Hosted Services) Reprofiled disaggregation and subject to change request Target completion date: 31 st January 2022 (SSJC - March 2022)
		Place – Archives and Heritage Service Complete	Adults – Visual Impairment Complete	Public Health – Public Health Intelligence & STP Exit plan – Change request in development reprofiled date to be confirmed by service lead.
		Adults – Community and Leisure – Chester House Exit plan	Children – SEND Information and Support Service (IASS) Complete	Adults Community and Leisure Schools swim service Appendix C
			Adults Personal Budget Support Service Complete	IT – Operation/Infrastructure/Digital Not complete – reprofiled date to be confirmed by service lead



North
Northamptonshire
Council



West
Northamptonshire
Council

Shared Services Joint Committee

Report Title	Inter Authority Agreement Variation Notice
Report Author	Adele Wylie – NNC, Monitoring Officer Adele.wylie@northnorthants.gov.uk Cath Whitehead – WNC, Monitoring Officer Catherine.whitehead@westnorthants.gov.uk

Key Decision	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the decision eligible for call-in by Scrutiny?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there public sector equality duty implications?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the report contain confidential or exempt information (whether in appendices or not)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicable paragraph number/s for exemption from publication under Schedule 12A Local Government Act 1972	

List of Appendices

Appendix A - IAA Schedule 3 Overarching Principles

1. Purpose of Report

- 1.1. To request variation to the Inter Authority Agreement (IAA) to ensure that the governance and approval processes are aligned to the agreement requirements, and that all service plans, change requests and approvals to disaggregate services that have been previously approved by Shared Services (Joint Committee) from 1st April 2021 up to and including 27 April 2022 are duly incorporated.
- 1.2. To authorise a request to vary the IAA to incorporate the Schedule 3 Overarching Principles for service plans (**Appendix A**)
- 1.3. To authorise a request to vary the IAA schedule 1 and 2 information as follows (see section 7.1 background papers)
 - To remove 2A7 the duplication of Shared Lives service in the summary schedule 2 list as this is covered in 2A3 (Appendix A)
 - To incorporate proposed changes to Schedule 2G3, Household Waste Recycling Contract (HWRC), *subject to approval at Shared Service Joint Committee on 27 April 2022.*
 - To remove from Schedule 1 & 2D4 - Lord Lieutenant support

- To remove from Schedule 1 & 2F5 - The Chester House Estate
- To remove from Schedule 1 & 2C1 - Director of Public Health
- To remove from Schedule 1 & 2D3 –Services to Schools & Academies - HR Advisory & Policy
- To remove from Schedule 1 & 2G2 -Waste Management – Residual Waste and Closed Landfills
- To remove from Schedule 1 & 2A4 - Adults Safeguarding – Deprivation of Liberty Safeguards
- To remove from Schedule 1 & 2A6 - Adults Learning, Independence, Volunteering and Employment Services
- To remove from Schedule 1 & 2H2 - Management of Country Parks and Outdoor Learning
- To remove from Schedule 1 & 2H1 - Emergency Planning
- To remove from Schedule 1 & 2A5 - Employment and Disability Service

2. Executive Summary

- 2.1 Since vesting day, 1st April 2021, Schedule 3 Service Plans for the associated Schedule 2 Specified Functions have been under development, as have Exit Plans for the associated services set to disaggregate within the financial year (2021/22). To ensure efficient and effective use of resource and to manage the multiple additions and amendments to the original IAA, this report seeks to collate all the changes approved by the Shared Service Joint Committee (SSJC) between April 2021 – April 2022 to incorporate into the IAA formally and legally.
- 2.2 Delegated authority was granted to the Monitoring Officers at the November Shared Service Joint Committee (see Section 7.3, Background Papers) to agree variations to the IAA in accordance with clause 31, and agreeing any further decision or actions necessary to conclude the legal requirements of Schedule 3 Service Plans of the IAA, following the approval of KPI and finance information by the SSJC, and provision to approve any Exit Plans and Collaborative Working Agreements required as part of Disaggregation.
- 2.3 The phased delivery for the completion of the IAA service plans is now complete. The following authorised IAA Service plans now require incorporation into the IAA by Deed of Variation to ensure they are enforceable. (For copies of approved plans please see [link to previous reports to the Joint Committee](#)):
- Adults Mental Health Provider (AMHP)
 - Adults Personal Budget Support Service
 - Archives and Heritage service
 - Assistive Technology
 - Digital Infrastructure
 - Historic Environment record (HER)
 - Household Waste Recycling Centre (HWRC)
 - Learning and Development (including apprenticeships)
 - Libraries (Support)
 - Minerals and Waste Planning
 - Northamptonshire Archaeological Resource Centre (NARC)
 - Northamptonshire Travellers Unit

- Portable Antiquities Scheme (PAS)
 - School Swim Service (subject to approval)
 - SEND Information Support Service (IASS)
 - Shared Lives
 - Streetlighting PFI
 - The Virtual Schools Service
 - Visual Impairment Service
- 2.4 The Lord Lieutenant support function was descoped from the IAA and a change request authorised at Shared Service Joint Committee 15th December 2021 to remove this from the IAA. (See Section 7.4, Background Papers)
- 2.5 A request to remove the Chester House Estate from the IAA was submitted and authorised at the Shared Service Joint Committee on 15th December 2021 to remove this from the IAA. (See Section 7.4, Background Papers).
- 2.6 Agreement for a change to the previously approved blueprint to move from having a single shared Director of Public Health (DPH) across WNC, NNC and the new Integrated Care System to two DPH's employed by WNC and NNC respectively was approved at meetings of the West Northamptonshire Cabinet on the 7th of December and North Northamptonshire Council on the 1st of December 2021. (See Section 7.5, Background papers)
- 2.7 For consistency and completeness an introduction to Schedule 3 Service Plans was created by Legal services and agreed by the Monitoring Officers (North and West Northamptonshire Council). This introduction outlines the overarching principles for all Schedule 3 Service plans and requires incorporation into the agreement by deed of variation (See Appendix A)
- 2.8 Approval to disaggregate the following services has been granted by the Shared Services (Joint Committee) and therefore will be removed from the IAA
- Waste Management – Residual Waste and Closed Landfills
 - Adults Safeguarding – Deprivation of Liberty Safeguards
 - Adults Learning, Independence, Volunteering and Employment Services (LIVE)
 - Management of Country Parks and Outdoor Learning
 - Emergency Planning

Exit Plans and Collaborative Working Agreements for these services have been prepared to record the form and function of disaggregated service provision and to set out any ongoing arrangements for collaborative working following the termination of relevant schedules within the IAA.

3. Recommendations

- 3.1 It is recommended that the Committee:
- 3.1.1. Agree to vary the IAA to incorporate all Schedule 3 Service Plans, amendments, and deletions to schedule 1 and amendments and deletions to Schedule 2 Specified Functions authorised up to and including 27 April 2022 for lead and hosted shared services as set out in 2.3 of the report.

- 3.1.2 Agree to vary the IAA to incorporate the Schedule 3 Overarching Principles for Service Plans as set out in Appendix A.
- 3.1.3 Note that both WNC and NNC will act in accordance with Service Plans, Exit Plans, amendments to both the IAA and its schedules and any Collaborative Working Agreements agreed by both WNC and NCC service leads and approved by Monitoring Officers and where necessary by the Joint Committee until such time as a formal Deed of variation has been completed.
- 3.2 Reason for Recommendations:**
- 3.2.1 To ensure that the IAA agreement and all schedules are up to date and present an accurate reflection of the lead and host arrangements and governance arrangements are in place and are streamlined, and all authorised changes to the IAA agreement and schedules therein are duly incorporated and legally enforceable.
- 3.3 Alternative Options Considered:**
- 3.3.1 Should the Committee be minded to not approve the required changes; each IAA variation notice will be required to be served in writing and delivered to both Chief executives prior to circulation of JOB papers which will contain the same requests, this may cause potential further delay to the governance process.
- 3.3.2 Should the Committee be minded not to approve the required changes: All authorised IAA schedule 3 and schedule 2 change requests and made to date are unenforceable legally and that key information may be missed, without incorporation by deed of variation

4. Report Background

- 4.1 In readiness for the transition to unitary status, an exercise was undertaken to plan the future of services previously delivered by NCC and district and borough councils and a blueprint document was developed which set out the list of all functions and services, as well as the proposed service treatment for each function.
- 4.2 Reports were taken to both Shadow Executives in February 2021 and March 2021 (See background papers 7.2) to set out the detail of the Inter Authority arrangements and to establish an overarching agreement which set out the broad framework of the arrangements – Inter Authority Agreement (IAA).
- 4.3 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

- 4.4 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.
- 4.5 As part of the Inter Authority Agreement detailed schedules outlining the functions of the Lead/Host services were prepared (schedule 1&2), these were completed after the Shadow Executive meetings under delegated powers. (See section 7.1 Background papers)
- 4.6 Detailed financial information was not available by 01 April 2021 and therefore not included in the IAA, however the IAA stipulated that Schedule 3 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.
- 4.7 The Transformation Team were asked to provide project support to the legal lead to assist with the delivery of service plans for all lead and host functions. Following a pilot, a phased delivery plan was agreed at Shared Service Joint Committee in October 2021.
- 4.8 All phases of the delivery are now complete and the IAA governance and change control process has been handed over to Services as 'business as usual.'
- 4.9 Due to the nature of additions and amendments, it was necessary to submit a variation notice to incorporate by deed all changes at year end.
- 4.10 This variation request has been served to incorporate all required changes from April 2021 to April 2022. All future change requests and service plans presented to Joint Committee for authorisation will be completed as 'variation requests.'

5. Issues and Choices

- 5.1 Members may choose not to approve the recommendations regarding governance and how notices are deemed served.

Should the Committee be minded to not approve the required changes; each IAA variation notice will be required to be served in writing and delivered to both Chief executives prior to circulation of JOB papers which will contain the same requests, this may cause potential further delay to the governance process.

- 5.2 Members may choose not to approve the request to incorporate plans and change requests authorised up to and including the 27 April 2022 or agree amendments to clauses required to address bespoke service arrangements for termination.

Should the Committee be minded not to approve the required changes: All authorised IAA schedule 3 and schedule 2 change requests and made to date are unenforceable legally and that key information may be missed, without incorporation by deed of variation

6. Implications (including financial implications)

6.1 Resources and Financial

Transformation, Legal, Finance and Performance resources are required to produce the associated Service Plans and action proposals referenced within this report. This is being delivered within existing resource across both West and North Northamptonshire Councils and there are no resources or financial implications arising from the proposals. Financial and performance implications relating to individual services are considered and set out within the relevant service plans.

6.2 Legal

The Shared Services Joint Committee is the relevant body for decisions relating to shared services between the Councils including matters relating to targets for service quality and the responsibilities of the provider council. This report is ensuring that the IAA which governs the arrangements between the two councils in relation to shared services is up to date and is properly amended to reflect the decisions of the Joint Committee.

6.3 Risks/Issues

- Transformation support for the co-ordination of completed Service plans and change requests ceased on the 1 April 2022. This may result in confusion around process and delay to completion of outstanding Service plans/variation requests. **Mitigation:** Communications have been shared with all Lead and Host Services and project managers clarifying the IAA processes and governance going forward. The forward plan managed by the NNC Programme Office for 2022/23 will be updated to ensure any incomplete plans and change requests relating to the IAAs are scheduled for presentation.

6.4 Consultation

6.4.1 No consultation activity is required because of this report/activity.

6.5 Consideration by Scrutiny

6.5.1 No consideration by scrutiny has been requested.

6.6 Climate Impact

6.6.1 There is no climate impact arising from the recommendations within the report.

6.7 Community Impact

6.7.1 There is no anticipated community impact because of this report.

6.8 Consideration by Executive Advisory Panel

6.8.1 No consideration by Executive Advisory Panel has been requested.

6.9 Equality Impact

6.9.1 There is no equality impact arising from the recommendations within the report.

6.10 Crime and Disorder Impact

6.10.1 There is no anticipated crime and disorder impact because of this report.

7. Background Papers

- 7.1 Administrative agreement and schedules 1&2
https://northnorthants.moderngov.co.uk/documents/g492/Public_reports_pack_09th-Jun-2021_14.00_Shared_Services_Joint_Committee.pdf?T=10
- 7.2 Shadow report 2021 North
[Meeting of North Northamptonshire Shadow Authority on Thursday 25th February, 2021 - North Northamptonshire Council \(moderngov.co.uk\)](#)
- Shadow report 2021 West
[Meeting of West Northamptonshire Shadow Authority on Tuesday 23rd February 2021 - West Northamptonshire Council \(moderngov.co.uk\)](#)
- 7.3 Monitoring Officers Delegated Authority approval
[\(Public Pack\)Agenda Document for Shared Services Joint Committee, 10/11/2021 14:00 \(moderngov.co.uk\)](#)
- 7.4 Chester House /Lord Lieutenant removal
[Agenda for Shared Services Joint Committee on Wednesday 15th December, 2021, 2.00 pm - North Northamptonshire Council \(moderngov.co.uk\)](#)
- 7.5 Director of Public health removal
North
https://northnorthants.moderngov.co.uk/documents/g177/Public_reports_pack_01st-Dec-2021_14.00_Council.pdf?T=10
West
https://westnorthants.moderngov.co.uk/documents/g285/Public_reports_pack_02nd-Dec-2021_18.00_Council.pdf?T=10

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SERVICE PLANS – OVERARCHING PRINCIPLES

DEFINITIONS

“Approved Budgets” means the disaggregated budget that was approved by each Council’s shadow authority prior to 1 April 2021 and includes financial disaggregation principles in relation to the Functions.

“Corporate Scorecard” means the performance management tool that will measure the delivery and performance of the Functions against Key Performance Indicators.

“Critical Service Failure” means an incident or outcome, specific to the discharge of the Functions, and specified in each Schedule 3 Service Plan, that constitutes a breach of this Agreement and which shall be managed in accordance with clause 2 of this Schedule (3). Critical Service Failures shall be deemed to include any non-performance, act, default, omission, breach or negligence of the Provider Authority, in respect of the discharge of the Function.

“Key Performance Indicator (KPI)” means the performance measures set out in this Schedule 3 and each individual Service Plan; KPIs include corporate measures, national / statutory measures, and locally agreed measures; such measures being agreed between the Parties as the tool to account for the discharge and performance of the Functions by the Provider Authority.

“Primary Service Contact” means the authorised representative in the Provider and / or Receiver Authority, in respect of the delegated Functions.

“Service Directors” means the responsible officers from each Council, in respect of the delegated Functions.

“Service Review” means a meeting between the Primary Service Contacts and Service Directors (or their nominated representatives) from each Party, to review the delivery of the Functions and which shall take place as a minimum, on a quarterly basis or otherwise at the request of either Party.

“Transformation Task and Finish Group” means a group of elected members from each Council, assigned to assess and set out the disaggregation plans for the delegated Functions.

1. OVERVIEW

- 1.1 The Service Plans in Schedule 3 set out the Approved Budgets and Key Performance Indicators (KPIs) in respect of the delegated Functions listed in Schedule 1 (and detailed in Schedule 2), of the Agreement.
- 1.2 The Provider Authority agrees to report on the performance of the discharge of the Functions, to the Receiving Authority, in accordance with the terms of the Agreement and this Schedule 3.

- 1.3 Nothing in Schedule 3 is intended to supersede the terms and conditions set out in the Administrative Agreement and no provisions in Schedule 3 shall prevent either Party from exercising their rights under the terms of the Agreement.

2. GOVERNANCE ARRANGEMENTS

- 2.1 As an overarching principle, day-to-day business management and any issues arising in relation to this Agreement will be dealt with and resolved at the most appropriate level within the Parties respective organisations, through normal management routes. In the event of a problem arising in relation to a specific Function, the following procedure should be followed:
- 2.1.1 if the matter is not concluded on an informal basis within twenty (20) Business Days, either Party may escalate such matter to the Primary Service contact for that Function / Service;
 - 2.1.2 if the matter is not concluded in accordance with paragraph 2.1.1 within twenty (20) Business Days of escalation to such level, either Party may escalate such matter to the relevant Service Directors (or their nominated representatives), in either Council;
 - 2.1.3 the matter is not concluded in accordance with paragraph 2.1.2 within twenty (20) Business Days of escalation to such level, either Party may escalate such matter to the Joint Officer Board
 - 2.1.4 If the matter cannot be resolved by the Joint Officer Board and / or the Joint Committee, the matter shall be referred for resolution in accordance with provisions in clause 34 of the Agreement.
- 2.2 Critical Service Failures relevant to the discharge of each Function, are specified in each individual Schedule 3 Service Plan.
- 2.3 In the event of a Critical Service Failure, investigations will be led by the Primary Service Contact in the Provider Authority, and findings will be shared with the relevant Service Directors from both councils, who will jointly decide the remedial actions required and agree a timetable for resolution.
- 2.4 If there is a failure to remedy a Critical Service Failure within the agreed timescales, the matter shall be escalated to the Joint Officer Board in accordance with clause 2.1.3 and 2.1.4 of this Schedule 3.

3. SERVICE REVIEWS

- 3.1 Service reviews will take place, as a minimum, quarterly and will be attended by the Primary Service Contacts, representatives from the finance directorate and Service Directors, (or their nominated representatives), from the Provider and Receiver Authority.

4. REGULATORY COMPLIANCE

- 4.1 The Provider Authority agrees to provide evidence of regulatory compliance, as relevant to the Functions, to the Receiving Authority, on an annual basis or as otherwise agreed; such compliance to include details of maintenance of certifications, regulatory approvals and any other related compliance requirements and reporting to regulatory / other bodies.
- 4.2 If the Function is subject to external inspections, the Provider Authority shall;
 - 4.2.1 notify the Receiving Authority of the timetable for external inspections; and
 - 4.2.2 share inspection reports with the Receiver Authority in advance of submission to external bodies; and
 - 4.2.3 formally report the outcome of inspections to the Primary Service Contact in the Receiver Authority;
- 4.3 An inspection that yields a failure shall constitute a Critical Service Failure
- 4.4 An inspection outcome that requires improvement to the standards of delivery of the Functions shall warrant a Service Review.

5. APPROVED BUDGETS

- 5.1 Each Schedule shows the Approved Budget at the Commencement of the Agreement.
- 5.2 The Parties agree that the budgetary figures in each Schedule 3 may be subject to variation following, (where relevant and as set out in each Schedule 3 Service Plans), a reconciliation process or completion of the assessment of budgets.
- 5.3 Both local authority budgets were based upon a disaggregated Northamptonshire County Council (NCC) budget, aggregated with the base budgets from the relevant borough and district councils, then adjusted for anticipated pressures and efficiencies within 2021-22 financial year.
- 5.4 The disaggregation of the NCC budget was achieved by applying disaggregation principles, (such as population and activity-based metrics), to each service's budget.
- 5.5 The disaggregation metrics were approved by a Task and Finish Group of elected members and represented the respective unitary Council's financial baseline for NCC services and unless specific service metrics are identified, these disaggregation principles will inform the inter-authority charging regime.
- 5.6 In accordance with clause 6.6 of the Agreement, Extraordinary Work shall not apply to the Approved Budgets.

Recharging Principles

The following financial principles and invoicing approach is agreed between the Parties and will be effective from the date that each Schedule 3 Service Plan is approved;

- 5.7 For activity-based budgets where volumetric cost drivers have already been agreed through the delegation process, this will be the basis for cost recovery throughout the year.

- 5.8 For services where there is no specific volumetric data, relevant costs will be recovered during the financial year in line with the disaggregated budget or an agreed alternative which reflects the usage of the service, with a final payment in the last quarter to 'true up' or reconcile, based on actual levels of expenditure incurred to the Provider Authority; this will ensure the 'true cost of services' are incurred for each Council.
- 5.9 An 'open book' management accounting approach will be undertaken throughout the year, so that the Receiver Authority has early sight of any known budget variations identified by the Function; timing of this should be agreed between the Parties. This will enable transparency for financial reporting purposes, and also ensure cross Party working on potential mitigation options for any projected variances.
- 5.10 This approach will enable an efficient charging process throughout the year, but also provide a mechanism where risk and reward with respect to budget variations is appropriately discussed and understood by each Party, with an early warning system in place to enable action if there is forecast pressure on the budget.
- 5.11 It will be the responsibility of the Provider Authority to invoice the Receiving Authority on a quarterly basis as far as possible, unless complexities in the service area prevent this; such occurrences to be reviewed on an exception basis.
- 5.12 The budget and the amount to be recharged is included in each Schedule 3 Service Plan, following agreement with the respective Service Directors in each Authority, and Joint Officer Board and Joint Committee approval.
- 5.13 Any disagreements in respect of invoicing, or under/overspends shall be escalated to the relevant Assistant Directors and Finance Business Partners to seek to resolve in the first instance, with S151 Officers and the Monitoring Officers being made aware of the issue.
- 5.14 If the matter remains unresolved following initial escalation, the escalation procedures in this Schedule 3 shall apply.

6. CORPORATE REPORTING

- 6.1 Corporate reporting shall include a submission showing delivery against the KPIs on the Corporate Scorecard including, where relevant, narrative explaining any KPI outcome that is below the tolerance levels as set out in the relevant Schedule 3 Service Plan.
- 6.2 The Parties agree that the Provider Authority Service Directors (or their nominated representatives), shall present corporate performance reports in respect of the delivery of the Functions, to the Primary Joint Officer Board and Shared Services Joint Committee on a quarterly basis, or as otherwise reasonably requested by either Party.
- 6.3 Where reporting data shows a countywide delivery, the Provider Authority shall provide a summary and breakdown of the delivery of the KPIs specific to the Receiving Authority.
- 6.4 In addition, the Provider Authority shall provide reports on achievement against corporate performance measures, as set out in Table 1 below (clause 7.6);

7.6 Table 1 Corporate Measures

Ref	KPI description	Target	Performance threshold levels	Reporting frequency	Overview / Supporting notes
Complaints					
COM1	KPIs based on the Provider Authority's corporate complaints procedure; and all such complaints and how they have been resolved shall be notified to the Delegating Authority	NA	In accordance with the Provider Authority Corporate complaints policies and procedures	quarterly / annually	Report to include a summary of any complaints or 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.
Information Governance					
IG1	KPIs based on the Provider Authority's corporate IG policy and procedure;	NA	In accordance with the Provider Authority corporate IG policy and procedures	quarterly / annually	Report to include a summary of any complaints or issues in relation to data protection, involving the Information Commissioner, any council official, or third party in respect of the Functions and Services.
HR Workforce					
HR1	KPIs based on current Provider Authority HR corporate reporting measures.	NA	For information	Quarterly / annually	Report to include the following information subject to service size; <ul style="list-style-type: none"> • Staff Headcount • Staff FTE • Vacant posts – both headcount and FTE • Agency spend • Staff turnover • FTE days lost to sickness

Ref	KPI description	Target	Performance threshold levels	Reporting frequency	Overview / Supporting notes
Finance					
FIN1	Reporting on expenditure and income incurred	Service delivered within budget	Within budget	quarterly / annually	Report to break down details for; a. Activity based functions with volumetric cost drivers b. Nonvolumetric c. Income generating services d. Staffing
FIN2	Report of spend against forecast	Service delivered within budget	Within budget	quarterly / annually	Report to; a. to include details of overspend / underspend) b. Provide explanation of any overspend/ underspend c. Demonstrate forecast in relation to overspend / underspend
FIN3	Submission of revised annual forecast		For information	annually	This may be requested at any time by the Receiving Authority and will be required in the event of a significant overspend / underspend