

DATED

1st April 2023

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING & DAGENHAM
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING
- (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF REDBRIDGE
- (4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WALTHAM FOREST

SHARED SERVICES AGREEMENT
FOR THE PROVISION OF
OUT OF HOURS EMERGENCY SERVICES FOR
CHILDREN'S SOCIAL SERVICES IN THE
LONDON BOROUGH OF BARKING & DAGENHAM, HAVERING, REDBRIDGE AND
WALTHAM FOREST

THIS AGREEMENT is made the

1st April 2023

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING & DAGENHAM** of The Civic Centre, Rainham Road North, Dagenham, Essex, RM10 7BN (“LBBD”)
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall, Main Road, Romford RM1 3BD (“LBH”)
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF REDBRIDGE** of Town Hall, 128-142 High Road Ilford Essex IG1 1DD (“LBR”)
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WALTHAM FOREST** of Waltham Forest Town Hall, Forest Road, London E17 4JF (“LBWF”)

(“the Authorities” or individually “the Authority”)

WHEREAS:

- (i) The Authorities entered into an agreement dated 24th December 2014 for the provision of an out of hours emergency service for children’s social services within the areas of the Authorities and subsequently renewed that agreement.
- (ii) The Authorities have agreed that they would like to further re-new the current arrangements for the integrated provision of out of hours emergency services for children’s social services to cover the whole of the areas of LBR, LBH, LBWF and LBBD and in order to provide more cost effective services and ensure that the Authorities have access to the widest possible expertise the Authorities have agreed to continue to collaborate upon the basis set out in this Agreement.
- (iii) It is agreed and acknowledged by the Authorities that the EDT Services shall be delivered on a not for profit basis.
- (iv) This Agreement now sets out details of how the Authorities will collaborate under section 1 of the Local Authorities (Goods and Services) Act 1970, section 1 of the Localism Act, the Care Act 2014, sections 101, 111, 112 and 113 of the Local Government Act 1972, and section 19 of the Local Government Act 2000
- (v) This Agreement is established for the purpose of creating resilience, sharing resources and achieving financial efficiencies. Nothing in this Agreement shall be construed as creating a legal partnership within the meaning of the Partnership Act 1890 or otherwise between the Authorities.

NOW IT IS HEREBY AGREED as follows:

1 Definitions

- 1.1 In this Agreement where the context so permits the following words shall have the meanings shown:

1989 Act	means the Children Act 1989
2000 Act	means the Local Government Act 2000
Agreed Service Plan	means a plan updated annually which sets out the costs and income of the EDT Service along with the objectives for delivery of that Service.
Agreement	means this agreement between the Authorities entered into on the date given above.
Appropriate Pension Provision	membership, continued membership or continued eligibility for membership of such pension scheme as the Relevant Employee is statutorily entitled to at the relevant time.
Asset	means an item appearing in the list set out at Schedule 7 as updated amended or replaced from time to time or which is or has been treated by either Authority as an Asset.
Authorities	means LBBB, LBH, LBR and LBWF collectively and “Authority” shall refer to each of boroughs individually.
Budget	the annual budget for the provision of the EDT Service, being the sum total of the Authorities respective Contributions
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.
Change	means a change to the EDT Service and/or a variation to the terms of the Agreement.
Change Control Confirmation	means confirmation in writing of the proposed Change requested in accordance with clause 10.
Child	a person who has not attained the age of 18
Claim	any claim, application, demand, proceedings or liability including any threat or intimation of a claim in respect of the EDT Service.
Contribution	Means the Authorities contributions to the Budget
Chief Financial Officer	means the officer who has been appointed by each Authority to act as the designated officer under section 151 of the Local Government Act 1972 or her authorised representative;
Commencement Date	means 1 April 2023
Commercially Sensitive Information	means any information in respect of which the Authorities agree that disclosure would or would be likely to prejudice the commercial interests of any person.

Data Protection Legislation	means the Data Protection Act 2018, Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Dispute Resolution Procedure	means the procedure set out in clause 16
EDT Service	the Out of Hours emergency social care services provided to Service Users specified in schedule 5
Eligibility Criteria	means the eligibility criteria as set out in Schedule 1
Employee Liability Information	<p>the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE:</p> <ul style="list-style-type: none"> (a) the identity and age of the employee; and (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); and (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where the Employment Act 2002 (Dispute Resolution) Regulations 2004 (SI 2004/752) relating exclusively or primarily to the resolution of disputes applied, within the previous two years; and (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against it arising out of the employee's employment with that Authority; and (e) information about any collective agreement that will have effect after the Replacement Service Transfer Date in relation to the employee under regulation 5(a) of TUPE.
Employment Liabilities	all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for discrimination

under the Equality Act 2010, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equalities and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.

Executive Steering Group	means the group established for the purposes set out in the terms of reference contained in Schedule 6
Exempt Information	means information which is exempt information by virtue of any provision of Part II of FOIA.
Exit Strategy	means a strategy and details to facilitate an exit from this Agreement of an Authority or Authorities from the EDT Service.
Final Staff List	the list of all the personnel engaged in, or wholly or mainly assigned to, the provision of the EDT Service or any part of the EDT Service at the Replacement Service Transfer Date.
Financial Year	shall begin on April 1st in any year and end on the following March 31st.
FOIA	means the Freedom of Information Act 2000 as amended.
Force Majeure Event	means any cause affecting the performance by either Authority of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm, earthquake or pandemic resulting in isolation or restrictions on movement of large parts of the population and any disaster, but excluding any industrial dispute relating to either Authority.
Head of Service	means the officer for the time being appointed as Head of each EDT Service and member of the Executive Steering Group howsoever that post is titled.
Information Sharing Agreement	The agreement between the Authorities set out in Schedule 4
Intellectual Property Rights	means any and all patents, trademarks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other

intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached to such rights.

Law	means any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom.
Lead Authority	means LBR. .
Notice of Change	Means a notice requesting a changing setting out the details in clause 10.3.
Other Authorities	Means LBBB, LBH and LBWF.
Out of Hours	the times described in the EDT Service
Personal Data	shall have the meaning given to it in the Data Protection Act 2018.
Provisional Staff List	the list prepared and updated by the Lead Authority of all its personnel engaged in, or wholly or mainly assigned to, the provision of the EDT Service or any part of the EDT Service at the date of the preparation of the list.
Redundancy Costs	statutory redundancy payments, contractual redundancy payments and contractual notice pay and any other associated costs payable by the Lead Authority to the Redundant Transferring Employees, but excluding any payments or liabilities arising from any claim as to the fairness of the dismissal and/or unlawful discrimination.
Redundant Transferring Employees	Transferring Employees whom the Lead Authority has dismissed following a lawful redundancy within six (6) months of the Replacement Service Transfer Date.
Regulations	The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012.
Relevant Employee(s)	those employees whose contracts of employment transfer with effect from the Replacement Service Transfer Date from the Lead Authority to one of the Other Authorities or a Replacement Service Provider by virtue of the application of TUPE

Relevant Functions	the functions which are set out in Schedule 2
Relevant Staff	means staff employed to carry out the EDT Service.
Relevant Transfer	means a relevant transfer for the purposes of TUPE.
Replacement Services	means any services that are identical to or substantially similar to any part of the EDT Service and which an Authority receives in substitution for any part of the EDT Service following the termination of this Agreement whether such services are provided by the Authority internally or by any Replacement Service Provider.
Replacement Service Provider	means any third party supplier of Replacement Services appointed by either Authority from time to time.
Replacement Service Transfer Date	means the date on which the Replacement Services commence.
Request for Information	has the meaning set out in FOIA or any apparent request for information made under the FOIA or the Environmental Information Regulations 2004.
Schedule	means a schedule to this Agreement.
Service User	a child who has social care needs or a carer for such a person who in either case is provided with an EDT Service.
Staffing Information	in relation to all persons detailed on the Provisional Staff List, in an anonymised format, such information as the Lead Authority may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the EDT Service.
Support Services	means the services within each Authority which may be required to assist in the provision of the EDT Service and the Executive Steering Group which will include inter alia but not limited exclusively the following: <ul style="list-style-type: none"> • Finance; • Performance and management functions • Business support (including public relations and communications) • IT • Legal Services
Term	Means the term as set out in clause 15.

Transferring Employees	employees of the Lead Authority whose contracts of employment transfer with effect from the Replacement Service Transfer Date to one of the Other Authorities or a Replacement Service Provider by virtue of the application of TUPE as detailed more fully in clause 31.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other regulations enacted for the purpose of implementing the EC Acquired Rights Directive 77/187 as amended.
VAT	means value added tax charged under the Value Added Tax Act 1994 or any similar tax from time to time replacing it or performing a similar fiscal function.
Withdrawal Date	Means the date on which an Authority withdraws from this Agreement in accordance with clause 13 (Withdrawal and Exit Strategy)
Working Day	Each day which is not a Saturday, Sunday or a public holiday in England.
Year	A period of 12 calendar months commencing on the first day of April.

- 1.2 References to any statute or statutory provision (including any EU Instrument) shall, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provision, or re-enacted in any such statute or provision, and to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or Schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties the Schedules forming part of this Agreement and reference to this Agreement shall include the Schedules.
- 1.7 Where either Authority or the Authorities have entered an agreement with a third party prior to the Commencement Date for the provision of services including without

limitation the agreements in respect of IT management, payroll and internal audit services the terms of such contracts shall prevail where inconsistent with the terms of this Agreement

2. COLLABORATION AND PURPOSE OF THE AGREEMENT

2.1 With effect from the Commencement Date, the Authorities shall collaborate in the continued operation of the EDT Service and the Executive Steering Group.

2.2 The Agreement has the intention:

2.1.1 of establishing an effective service for the integrated provision of Out of Hours emergency children's social services in the areas of LBR, LBH, LBWF & LBBD;

2.1.2 of continuing the arrangements for the discharge of the of the Relevant Functions to LBR in order that LBR will provide the EDT Service on behalf of the Other Authorities; and

2.1.3 of reflecting the aims and outcomes set out in the Service Specification

And to give effect to this agreement each Other Authority warrants and confirms that it has all appropriate power and authority to make such arrangements for the discharge of the Relevant Functions and that it has done so. LBR confirms it has accepted the making of such arrangements and has the necessary power and authority to do so.

2.2 Each Authority will:

2.2.1 co-operate and use all reasonable endeavours to ensure the success of the EDT Service;

2.2.2 act in good faith and in the spirit of co-operation in EDT Service;

2.2.3 agree to establish the Executive Steering Group to oversee the implementation of the Agreement in accordance with the terms set out herein;

2.2.4 ensure that all communications are constructive, comprehensive, timely and open;

2.2.5 provide information promptly to the other relating to their involvement in the EDT Service including results and interim results;

2.2.6 aim to reach agreement in discussions in the interests of the EDT Service rather than the interest of an individual Authority.

2.3 In consideration of the Lead Authority providing the EDT Service to the Other Authorities as set out in clause 3 and the Other Authorities paying the Contributions to the Lead Authority as set out in clause 4 the Lead Authority will provide the EDT Service in accordance with the Service Specification from the Commencement Date. The Authorities acknowledge and confirm that any Contributions due under this Agreement shall not exceed the cost of providing the Service.

3. THE EDT SERVICE AND GOVERNANCE

3.1 This Agreement will have effect from the Commencement Date.

- 3.2 Upon the Authorities entering into this Agreement for the EDT Service, they shall:
- 3.2.1 assist in providing the EDT Service as set out in the Service Specification in consideration of the payment of the Contributions;
- 3.2.2 establish the Executive Steering Group which shall be set up and be conducted in accordance with the provisions set out in Schedule 6 (Terms of Reference)

4. CONTRIBUTIONS AND BUDGET

- 4.1 The Authorities agree that:
- 4.1.1 they shall pay their respective Contributions for the period from the Commencement Date to 31 March 2026 as set out in Schedule 3 but shall be subject to the in year adjustment provisions contained in this Clause 4.
- 4.2 In relation to any in year variation to the Budget which reasonably appears to the Lead Authority to be required as a result of an anticipated overspend the following provisions shall apply:
- 4.2.1 following the reporting by the Lead Authority of the same to the Executive Steering Group the Executive Steering Group shall use reasonable endeavours to agree a method of addressing the expected overspend including revising the relevant year's Budget and shall authorise on behalf of the other Authorities the Lead Authority to take any appropriate remedial action;
- 4.2.2 in default of such agreement the Executive Steering Group shall have the option of either increasing the in year Contribution of any Authority in such proportions as the Executive Steering Group and the Authorities agree to make up any relevant funding deficit or where legally feasible of implementing a reduction in the level of the EDT Service to be provided.
- 4.3 In relation to any in year variations to the Budget which reasonably appear to the Lead Authority to be required as a result of any anticipated underspend the following provisions shall apply:
- 4.3.1 following the reporting by the Lead Authority of the same to the Executive Steering Group the Executive Steering Group shall use reasonable endeavours to agree a method of addressing the expected underspend including revising the relevant year's Budget and Authorities' Contributions and shall request the Lead Authority to take any appropriate remedial action.
- 4.3.2 In default of such agreement the Executive Steering Group shall have the options of:
- reducing the in year Contribution of any of the Authorities in such proportions as the Executive Steering Group considers appropriate;
 - having an amount determined by the Executive Steering Group carried forward to be netted off against the amount of the Authorities Contribution for the following year.

- 4.4 The Executive Steering Group may agree from time to time to achieve an underspend in a particular year and carry it forward to the following year of the Term subject to the Lead Authority's Standing Orders.
- 4.5 The Executive Steering Group may agree that due to budget pressures they wish to plan an underspend to enable a planned withdrawal of funds.
- 4.6 The Contributions shall only be used for the management, provision or procurement of the EDT Service. The Contributions may, where requested and agreed by all Authorities, also be used to pay for an audit of the EDT Service.
- 4.7 The Lead Authority shall issue a detailed quarterly invoice to each Authority in respect of their Contributions on or after 1 April, 1 July, 1 October and 1 January of each year and each Authority shall pay its contribution as specified in that invoice within 30 days unless otherwise agreed.
- 4.8 The Authorities (including the Authorities respective auditors) shall have the right of access to relevant accounting records relating to the EDT Service.
- 4.9 The Budget for the first Year of the EDT Service shall be as set out in Schedule 3. For each subsequent Year the Budget shall be set by the Executive Steering Group. The Executive Steering Group shall set the Budget and Contributions for the following Year of the EDT Service no later than the preceding 31 December, having regard to such factors as the Executive Steering Group thinks appropriate including the demand for EDT Services in respect of each Authority, the use of the EDT Service by each Authority in the previous Year and the 2% annual percentage increase (such percentage to be subject to amendment on a year by year basis by the Lead Authority) made to staff salaries within the EDT Service, such increase to be apportioned between the Authorities according to their Contributions. In default the Budget shall not change at the start of the next Year of the EDT Service.
- 4.10 For the avoidance of doubt, nothing in this Agreement is intended to result in the Lead Authority being liable for any shortfall between Budget and the costs of the integrated provision of the EDT Service (other than as a direct result of the negligent act or omission of the Lead Authority).
- 4.11 The Lead Authority shall keep a record of any out of pocket expenses incurred by it in performance of the Relevant Functions, including but not limited to the provision of financial assistance pursuant to section 17 of the 1989 Act, (" s17 Charges"). The Lead Authority shall invoice each Other Authority once each month in respect of any s17 Charges incurred on behalf of that Authority. The Other Authorities shall pay such invoices within 30 days of the date of receipt.

5. ASSESSMENT AND ELIGIBILITY CRITERIA

- 5.1 The individuals who are within the scope of the provision of the EDT Service are those who meet Eligibility Criteria and the Executive Steering Group and the Lead Authority shall at all times when implementing delivery of the EDT Service observe this principle.
- 5.2 Persons may fall into eligibility criteria for other services funded by the Authorities, in addition to the EDT Service. Nothing in this Agreement shall prevent any Service User from using such services if he meets the relevant criteria.
- 5.3 All local policies determined by the Authorities that impact on this Agreement must be notified to the Authorities through the Executive Steering Group.

6. CHARGES

- 6.1 Each Authority delegates to the Lead Authority the function of levying charges for such elements of the EDT Service for which legislation requires or permits it to charge provided that those charges comply with any charging policy notified to the Executive Steering Group. Any new or increased charges must be approved by the Authority in question before being considered by the Executive Steering Group. Any charges levied by the Lead Authority on behalf of another Authority and paid to the Lead Authority shall be credited to the Other Authority.

7. PERFORMANCE MANAGEMENT

- 7.1 The Authorities will through the Executive Steering Group agree a performance management framework, to be reviewed annually in accordance with the Service Specification, with relevant indicators for measuring its effectiveness.
- 7.2 Quarterly reports, in a format which is to be agreed between the Authorities, shall be submitted to the Executive Steering Group by the Lead Authority's Head of Service. The Authorities agree that the purpose of such reports is to enable the Authorities to monitor the work and performance of the EDT Service and shall contain details including but not limited to:
- Updates on the EDT Service;
 - Data on the volume and type of work being dealt with by the EDT Service; and
 - Any specific practice issues such as missing children and accommodated children.

8. ACCOMMODATION SERVICES AND GOODS

- 8.1 The Authorities will from the Commencement Date provide in connection with the EDT Service such accommodation goods and services as are indicated in respect of each of them in Schedule 7.
- 8.2 The Authorities will so far as is necessary and appropriate to the achievement of the purposes of the EDT Service cooperate over the Term of this Agreement to utilise the accommodation goods and services described in Schedule 7 in an integrated manner and periodically to review the needs of the EDT Service for accommodation goods and services on the same basis and shall make additional or substituted accommodation goods or services available by agreement in the light of such periodic review.
- 8.3 Each Authority retains title to its own Assets and will subject to any decision otherwise by the Executive Steering Group remain responsible for the upkeep repair or maintenance of its Assets during the existence of this Agreement so that they are maintained in the same or similar condition as at the Commencement Date with fair wear and tear excepted.
- 8.4 Each Authority shall on expiry or termination of this Agreement and upon reasonable notice provide to the other Authority such access to its premises or facilities as shall be required for the removal of the requesting Authority's Assets.
- 8.5 The Authorities shall also make available for the purposes of the EDT Service at any time after the Commencement Date the following support services which will include inter alia but not exclusively the following:

- Finance
- Performance and management functions
- Business support (including Public Relations and Communications)
- IT
- Legal services

provided that these may change from time to time, and service level agreements will be drawn up between the Authorities and amended as appropriate in accordance with Schedule 6 (Terms of Reference) and further provided that the cost to each Authority of the provision of such support services shall not count as any part of that Authority's contributions.

- 8.6 If the Executive Steering Group determine during the existence of this Agreement that additional Support Services are necessary for the EDT Service, it will consult with the Authority it considers should provide the additional Support Services to determine the most effective way to do so and the cost, and if that Authority is unable to agree a request from the Executive Steering Group, the matter shall be dealt with in accordance with clause 16 (Dispute Resolution Procedure).

9 THE LEAD AUTHORITY

- 9.1 The Authorities agree that the Lead Authority shall have the following responsibilities:
- 9.1.1 To lead on the delivery of the EDT Service in accordance with the terms of this Agreement and to facilitate the administration and service of the Executive Steering Group;
 - 9.1.2 To be responsible for the accounts of the Executive Steering Group and the EDT Service and to integrate and maintain a clearly identifiable accounting structure to ensure effective monitoring and reporting of the EDT Service;
 - 9.1.3 To provide such information as the Executive Steering Group or all or any of the Authorities may require to enable the effective supervision of the EDT Service;
 - 9.1.4 To introduce as soon as possible after the Commencement Date effective audit arrangements which take account of relevant guidance from the Audit Commission;
 - 9.1.5 To produce a year-end memorandum and account showing contributions received, costs offset and expenditure incurred and any unapplied / uncommitted contributions (such report to be provided to the Authorities for inclusion in their statutory accounts).

10 VARIATION AND CHANGE CONTROL

- 10.1 Any Authority (a "Requesting Authority") may request that there is a change to the EDT Service and this shall be discussed at the Executive Steering Group which will canvass the views of the Authorities the subject of the request for change and make a to the Authorities with view to agreeing or rejecting the change in accordance with this Clause 10.
- 10.2 Any discussions taking place between the Authorities in connection with a request or recommendation before acceptance of a Change shall be without prejudice to the rights of any Authority.

- 10.3 If the Requesting Authority wishes to introduce a Change, it must serve a Notice of Change (which has been authorised by the relevant Requesting Authority's Head of Service) on the Executive Steering Group setting out the proposed Change in sufficient detail to enable the Executive Steering Group to evaluate it in full and specify the Requesting Authority's reasons for proposing the Change. Each such notice shall contain:
- (a) the title of the request;
 - (b) the originator and date of the request;
 - (c) the reason for the Change;
 - (d) full details of the Change;
 - (e) any implications of the Change to the EDT Service or this Agreement;
 - (f) whether a variation to the Charges is proposed (and, if so, give a detailed cost estimate of the proposed charge in a format acceptable to the Executive Steering Group);
 - (g) a timetable for implementation of the Change;
 - (h) a schedule of payments, where appropriate;
 - (i) Details of the likely impact of the Change on any other aspects of this Agreement including but not limited to:
 - (i) human resource implications;
 - (ii) proposed changes to working arrangements;
 - (iii) implications for any other services across either Authority;
 - (iv) if there are any dates by which a decision by the Executive Steering Group is critical.
- 10.4 In the event that a Change is requested which specifically affects a particular Authority, the Requesting Authority must consult with the affected Authority before submitting the Notice of Change to the Executive Steering Group in accordance with 10.3 above.
- 10.5 Within 28 days of receipt of the Notice of Change, or such earlier period as shall be reasonably required by the Requesting Authority, the Executive Steering Group shall:
- (a) evaluate the Requesting Authority's proposed Change in good faith (and if necessary, request further information before doing so);
 - (b) propose modifications or accept or reject such proposal.
- 10.6 If the Executive Steering Group accepts any of the Requesting Authority's suggested changes (with or without modification), the relevant Change shall be implemented after obtaining the agreement of all the Authorities.

- 10.7 If the Change is rejected by one or more Authorities the reasons for such rejection shall be stated and the Change shall not take effect.
- 10.8 Unless the Authorities specifically agree to an increase in the Contributions and states the amount of that increase, there shall be no increase in the Contribution as a result of the Change.
- 10.9 Upon acceptance of the proposed Change the Executive Steering Group shall issue a Change Control Confirmation which shall be deemed to be a variation of this Agreement.
- 10.10 Upon receipt of a Change Control Confirmation, work shall commence to perform the relevant Change in accordance with the terms thereof.
- 10.11 Any work undertaken by an Authority which has not been authorised in advance by a Change Control Confirmation or otherwise agreed in accordance with this clause 10 shall be undertaken entirely at the risk of the Authority carrying it out.

11 INTELLECTUAL PROPERTY

- 11.1 Any Intellectual Property Rights created through the establishment and running of the EDT Service shall vest in the Authorities and be held jointly by them at the time they were created.

12 INDEMNITIES

- 12.1 This Clause 12 applies where one of the Authorities (“the Indemnified Authority”) incurs direct expenses or is subject to a Claim as a result of the negligent actions or omissions of one or more of the other Authorities or its/their employees or agents (“the Negligent Authority(ies)”) and the Indemnified Authority reasonably settles any such claim or is found liable at law in respect of such a claim having reasonably opted to defend such a Claim.
- 12.2 In the circumstances outlined in Clause 12.1 the Negligent Authority or Authorities shall indemnify the Indemnified Authority against any such expenses or claims to the extent which such expenses and claims result directly from the negligence of the Negligent Authority or Authorities with the amount indemnified being apportioned according to each one’s share of responsibility where two or more Authorities are Negligent Authorities.
- 12.3 The Indemnified Authority shall not be entitled under this Clause 12 to recover from a Negligent Authority any loss of income or any indirect or consequential loss suffered by the Indemnified Authority.
- 12.4 Each Authority agrees:
 - 12.4.1 to notify the others in a timely manner of the details of any Claim; and
 - 12.4.2 if it considers that Clause 12.1 may apply to any Claim to consult with and have reasonable regard to any views expressed by the Negligent Authority(ies) as to the conduct and handling of that Claim and in particular shall not settle dispose or compromise that Claim without the prior written consent of the Negligent Authority(ies) provided that if such consent is unreasonably withheld or delayed the Indemnified Authority may proceed to settle dispose or compromise that Claim if in the reasonable opinion of the Indemnified Authority it is necessary to do so.

12.5 Each Authority agrees to co-operate and provide all such advice, assistance and information to the other Authorities as may be reasonably required in respect of any Claim or the conduct of any such Claim in a timely manner.

12.6 Where:

12.6.1 any Claim by or against an Authority; or

12.6.2 any Claim or losses in respect of which an Authority is or it appears may become entitled to indemnification under Clause 12.1 relates solely to the exercise of the statutory functions of one Authority;

then that Authority shall be entitled at any time to commence or resist the Claim and shall have the conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations and the other Authorities will give that Authority all reasonable co-operation, access and assistance for the purposes of considering and resisting such Claim (including promptly taking all steps necessary to transfer the conduct of such Claim to that Authority) and that Authority shall consult with and keep the other Authorities informed of the progress of the Claim.

12.7 This clause 12 shall survive the expiry or determination of this Agreement.

13 WITHDRAWAL AND EXIT STRATEGY

13.1 The Authorities acknowledge that this Agreement seeks to maximise the efficiencies and lower prices brought by collaboration of the Authorities. The Authorities therefore acknowledge that it is possible that if one or more Authority withdraws from this Agreement that these savings or efficiencies may be reduced or the price of the EDT Service to the remaining Authorities increases.

13.2 The Authorities agree that they will not seek to withdraw from the EDT Service either in whole or in part during the first Year of this Agreement.

13.3 If any Authority wishes to consider withdrawal from the EDT Service in whole or in part, it shall first raise the matter with the Executive Steering Group for discussion.

13.4 If any Authority then wishes to continue with withdrawal from the EDT Service in whole or in part, it shall give at least six months' notice of such withdrawal in writing to the Lead Authority and to the Executive Steering Group, such notice to expire on 31st March in any year. (For the avoidance of doubt this means that the earliest date an Authority is able to give six months' notice of withdrawal shall be 30th September 2023 and the earliest date any such notice shall take effect is 31st March 2024).

13.5 On withdrawal of one Authority from the Agreement, that Authority shall be liable to pay to the Lead Authority for the EDT Service received by it up to the date of the withdrawal plus a sum reflective of the percentage of usage in preceding years to recompense it for the costs the Lead Authority will incur consequent on the withdrawing Authority's exit from the EDT Service, including but not limited to the costs of any redundancies that may arise as set out in clause 31.

13.6 The withdrawing Authority shall not be entitled to any proportion of any Contribution held by the Lead Authority which shall be used for the future management of this Agreement.

- 13.7 Upon withdrawal of an Authority from this Agreement in accordance with clause 13.4 or otherwise the Authorities shall agree an Exit Strategy to include determination of issues relating to:
- employment and redundancy by reference to clause 31;
 - asset management;
 - IT;
 - documents and information compiled or acquired by the parties during the Term of the Agreement.
- 13.8 If the Authorities are unable to agree an Exit Strategy the Authorities shall agree to appoint an independent arbitrator who shall prepare an Exit Strategy on behalf of the Authorities and which the Authorities shall implement.
- 13.9 The Authorities agree that the key principles in the preparation and implementation of any Exit Strategy shall be continuity of service delivery and fair treatment of staff.
- 13.10 Any withdrawal by an Authority shall not prejudice the rights or remedies which any Authority may have in respect of any breach of the terms of this Agreement prior to the Withdrawal Date.
- 13.11 Any withdrawal by an Authority from this Agreement pursuant to this clause 13 shall not cause this Agreement to terminate automatically. For the avoidance of doubt, this Agreement shall remain in force unless and until the Agreement terminates or expires in accordance with the terms of the Agreement or upon a notice to withdraw should this result in only one Authority remaining in the Agreement.

14 TERMINATION AND CONSEQUENCES OF TERMINATION OF THIS AGREEMENT

- 14.1 The Lead Authority may on agreement by a majority of the Executive Steering Group, terminate this Agreement in part in respect of one or more Authorities by written notice if an Authority:
- fails to pay its Contribution or invoices as set out in clause 4 for a period of (6 consecutive calendar months; or
 - is in material breach of this Agreement and such breach has either
 - (a) despite notification of the breach, not been remedied; or
 - (b) is not capable of remedy.
- 14.2 This Agreement may be terminated by any of the Authorities where:
- 14.2.1 An Authority ceases or threatens to cease to carry on all or any part of its undertakings as constituted at the date of this Agreement where this would in the reasonable opinion of the other Authorities have a material effect on the ability of the Authorities to comply with this Agreement;
- 14.2.2 Any Authority considers that reasonable circumstances at any time arising as a result of legislation or policy requirements of central Government results in the terms of this Agreement no longer being tenable and gives the other Authorities at least 6 months' written notice;

- 14.2.3 Where there has been service failure as a consequence of which the continuation of the Agreement would be detrimental to Service Users or an Authority and at least 3 months' written notice is given;
- 14.2.4 The Authorities are unable to agree the resourcing of this Agreement either in respect of the Contributions or the accommodation services and goods to be made available under Clause 8 with the result that the joint arrangements are no longer functional. Where such a situation arises the Authorities will first have fully discussed the implications through the Executive Steering Group and agreed on a joint strategy for the dissolution for the EDT Service. Thereafter a minimum of 3 months' notice will be required to determine the Agreement under this Clause.
- 14.2 Where this Agreement is terminated the Authorities agree to cooperate fully in ensuring that EDT Service is dissolved without harm to clients or services and there is an orderly transition to the arrangements that are to supersede this Agreement.
- 14.3 Any costs resulting from the termination of the Agreement (including in respect of any staff redundancies) shall be paid for:
- 14.3.1 Where that termination is agreed by the Authorities, out of the Contributions or, in the event of termination of the Agreement, by the Authorities pro rata to their Contribution; or
- 14.3.2 Where that termination is caused by one Authority having acted unreasonably by that Authority.
- 14.4 Save as provided by Clause 14.3, ongoing costs which arise as a consequence of the termination of the Agreement and its replacement with new arrangements shall be borne separately by the Authority.
- 14.5 The Executive Steering Group shall consult the Authority upon whom a notice has been served under this clause 14 and determine:
- 14.5.1 any loss of funding which may arise from such termination to include any non-payment, claw back or repayment of that funding;
- 14.5.2 any other loss, liability, damage, claim or expense which would be incurred by the remaining Authority by reason of such termination;
- 14.5.3 whether as a result of the termination the EDT Service should cease.
- 14.6 On termination the provisions of this clause 14 shall have effect and the Authorities shall co-operate fully and agree with each other an Exit Strategy to ensure an orderly transfer of the relevant service performed by the Lead Authority to the Other Authorities or at the relevant Authority's request to a Replacement Service Provider.
- 14.7 On termination of this Agreement and on satisfactory completion of any action required to be taken in accordance with an Exit Strategy (or where reasonably so required by an Authority before such completion) the Executive Steering Group shall procure that all data and other material belonging to each Authority (and all media of any nature containing information and data belonging to either Authority or relating to the EDT Service), shall be delivered to the Authority from whom it was obtained as soon as practicable and in any event within 3 months of such termination.

15 DURATION OF AGREEMENT

- 15.1 This Agreement shall come into force on the Commencement Date and shall continue for a period 3 years until 31st March 2026 subject to earlier termination in accordance with the provisions of this Agreement.

16 DISPUTE RESOLUTION PROCEDURE

- 16.1 Subject to clause 16.5 In the event of any dispute arising between the Authorities, such dispute should be referred initially to the Executive Steering Group which shall discuss and attempt to resolve the matter on an informal basis within one month of referral.
- 16.2 If the Executive Steering Group cannot resolve the matter then the dispute shall be referred to the Chief Executives of the Authorities in dispute and if they are unable to resolve the matter within one month then they shall agree any further dispute resolution procedure that they deem appropriate. This may include but is not limited to mediation via the Centre for Effective Dispute Resolution (CEDR).
- 16.3 The relevant Head of Service shall bring to the attention of the Executive Steering Group without delay any circumstances that do or may give rise to any conflict of interest or dispute between the Authorities in relation to the EDT Service or this Agreement.
- 16.4. Where a dispute arises under clause 4 (Contributions and Budget), it shall within 7 days be referred to the Executive Steering Group for resolution unless any Authority certifies that the dispute should be the Chief Executives pursuant to clause 16.2 forthwith.
- 16.5 Where a dispute under clause 4 has been referred to the Executive Steering Group pursuant to clause 16.1 and has not been resolved within 14 days of that reference it shall automatically be referred to mediation pursuant to clause 16.2 unless the Authority initiating the dispute requests further time for resolution.

17 NOTICES

- 17.1 Except as otherwise expressly provided in this Agreement, no notice or other communication from one Authority to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Authority sending the communication.
- 17.2 Any notice or other communication which is to be given by either Authority to the other shall be given by letter (delivered by hand or sent by post, registered post or by the recorded delivery service). Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 (two) Working Days after the day on which the letter was posted, or sooner where the other Authority acknowledges receipt of any Notice whether delivered by hand, posted or sent by facsimile transmission or item of electronic mail.
- 17.3 For the purposes of Clause 17.2 the address of each Authority shall be the address of each Authority shall be as stated for each Authority at the start of this Agreement.
- 17.4 An Authority may change its address for service by serving a notice on the other Authorities in accordance with this Clause.

18 DATA PROTECTION AND CALDICOTT STANDARD

- 18.1 Each Authority shall ensure that any database or documents supplied to another Authority shall comply with the requirements of all legislation in force from time to time including, without limitation, the Data Protection Legislation,
- 18.2 Any Authority who becomes a data processor on behalf of another Authority shall agree to comply with all relevant legislation in force at the appropriate time, including but not limited to the Data Protection Legislation and the Computer Misuse Act 1990, and shall indemnify the other Authority for any actions arising from breach of such legislation.
- 18.3 The Authorities shall enter into the Data Sharing agreement in Schedule 4.
- 18.3A The Authorities shall ensure that all records held by each Authority in connection with the provision of the EDT Service and relating to any individual are stored and handled in a secure and confidential manner and entirely in accordance with the Authorities duties under the DPA.
- 18.4 The Authorities shall ensure the reliability and training of all its relevant employees to ensure awareness and compliance with applicable obligations under the DPA. The Authorities shall further ensure refresher training is provided to the relevant employees as necessary and, in any event, no less than once per year.
- 18.5 The Authorities shall have in place throughout the Term an Information Security Management Procedure and shall ensure that all relevant employees are made aware of and trained in regard to the Procedure.
- 18.6 An Authority shall immediately notify the other Authorities of any information security breach and/or any breach of that Authority's obligations pursuant to the DPA together with the steps the Authority shall take to rectify the breach and to avoid any future such breaches occurring.
- 18.7 To the extent that an Authority is required to process (as defined in the DPA) Personal Data (as defined in the DPA) on behalf of another Authority for the purposes of performing its obligations under this Agreement that Authority shall:
 - 18.7.1 process such Personal Data only in accordance with instructions from the other Authority;
 - 18.7.2 process such Personal Data only to the extent, and in such manner, as is necessary for the performance of its obligations under this Agreement;
 - 18.7.3 implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure and shall ensure that these measures are appropriate taking into account the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 18.7.4 not transfer any Personal Data outside of the European Economic Area without the prior written approval of the other Authority; and
 - 18.7.5 return the Personal Data to the other Authority on termination of this Agreement.

- 18.8 An Authority shall obtain prior written consent from another Authority in order to transfer, copy, share or otherwise disclose in any manner Personal Data, Sensitive Personal Data (as defined in the DPA) or information of that Authority arising in respect of this Agreement to any other person, including but not limited to any Sub-Contractor or agent of the Authority.
- 18.9 The Authorities shall make available to each other the information processed under this Agreement regarding a data subject (as defined in the DPA) upon request by that data subject for a copy of their personal information ("Subject Access Request"). The Authorities shall comply with the Subject Access Request within the statutory timeframe as identified in the DPA.
- 18.10 The Authorities shall immediately notify each other if that Authority receives:
- 18.10.1 a request from any person whose Personal Data it holds to access his Personal Data; or
 - 18.10.2 a complaint or request relating to one of the Authority's obligations under the DPA.
- 18.11 The Authorities agree to assist and co-operate with each other in relation to any complaint or request received, including, but not limited to:
- 8.11.1 providing full details of the complaint or request;
 - 8.11.2 complying with the request within the time limits set out in the DPA and in accordance with the instructions of the Authority concerned; and
 - 8.11.3 promptly providing the Authority concerned with any Personal Data and other information requested by him.
- 18.12 The Authorities shall comply with the Caldicott Standards, including the undertaking of a management audit. The Authorities shall have in place systems that comply with the legislation specifically in terms of data storage, handling, disclosure and destruction.
- 18.13 Each Authority shall ensure and warrants to the other Authorities that the terms of any sub-contract made in relation to this Agreement shall ensure that the Sub-Contractor shall comply with the same obligations as imposed on the Authority pursuant to this Clause 18 (Data Protection and Caldicott Standards).
- 18.14 The Authorities shall indemnify and keep indemnified each other against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by each Authority of this Clause 18 (Data Protection and Caldicott Standard).

19 FREEDOM OF INFORMATION

- 19.1 The Authorities are public authorities as defined within the FOIA and therefore recognise that information relating to this Agreement may be the subject of a Request for Information.
- 19.2 Each Authority shall assist the others in complying with their obligations under the FOIA, including but not limited to assistance without charge in gathering information to respond to a Request for Information.

- 19.3 Any Authority shall be entitled to disclose any information relating to this Agreement and the EDT Service in response to a Request for Information, save that in respect of any Request for Information which is in whole or part a request for Exempt Information:
- 19.3.1 the Authority which receives the Request for Information shall circulate the Request for Information and shall discuss it with the other Authorities as appropriate;
- 19.3.2 the Authority which receives the Request for Information shall in good faith consider any representations raised by the other Authorities when deciding whether to disclose Exempt Information save that the Authority which receives the Request for Information shall retain the right to determine at their absolute discretion how to respond to the Request for Information; and
- 19.3.3 the Authority that receives the Request for Information shall not disclose any Exempt Information beyond the disclosure required by FOIA without the consent of the Authority to which it relates.
- 19.4 The Authorities acknowledge and agree that any decision made by an Authority which receives a Request for Information as to whether to disclose information relating to this Agreement pursuant to FOIA is solely the decision of that Authority.
- 19.5 An Authority will not be liable by this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to a Request for Information.

20 INSURANCE

- 20.1 Each Authority shall ensure that it has in place adequate and appropriate insurance cover in respect of the matters relating to this Agreement.

21 CONFIDENTIALITY

- 21.1 The Authorities shall keep confidential any Commercially Sensitive Information relating to this agreement or the Intellectual Property Rights of the Authorities and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Commercially Sensitive Information relating to the Agreement or Intellectual Property Rights of the Parties.
- 21.2 Clause 21.1 shall not apply to:
- 21.2.1 Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;
- 21.2.2 Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
- 21.2.3 Any disclosure to enable a dispute to be resolved under clause 16 (Dispute Resolution);
- 21.2.4 Any disclosure which is required by any Law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of Law;

- 21.2.5 Any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
- 21.2.6 Any disclosure by a party to this Agreement to a department, office or agency of the Government;
- 21.2.7 Any disclosure for the purpose of the examination and certification of the Authorities accounts.
- 21.2.8 Any disclosure by any Authority to its legal advisers in connection with the EDT Services or this Agreement
- 21.3 Where disclosure is permitted under clause 21.2, the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.

22 INSPECTION ARRANGEMENTS

- 22.1 The Authorities recognise the potential interest of the various agencies whose names appear below in inspecting different aspects of the provision of the EDT Service and agree to cooperate with each other to facilitate any such inspections
- Ofsted
 - The Care Quality Commission or their respective successors and similar monitoring bodies
- 22.2 Each Authority will report to the next due meeting of the Executive Steering Group and the other Authorities the key findings of any inspection in respect of the EDT Service to which it has been subject.

23 COMPLAINTS

- 23.1 Each Authority will maintain or adopt, as the case may be, complaints procedures internal to their organisations which enable Service Users to be heard in respect of any complaint concerning any element of the EDT Service which are provided by or on behalf of a particular Authority.
- 23.2 Complaints by third parties in respect of the provision of the EDT Service to Service Users will also be dealt with initially by the relevant Authority within its own complaints procedures.
- 23.3 The Authorities shall have regard to such legislation or guidance as may from time to time be issued in respect of complaints.
- 23.4 In the event that a Authority receives an enquiry from an elected representative or a complaint relating to the EDT Service which that Authority considers falls within the remit of another Authority or pertains to the budget or resources committed to the EDT Service by another Authority, it shall without delay notify that other Authority and the Authorities concerned shall agree which of the Authorities shall deal with the complaint or enquiry concerned.

24 REVIEW

- 24.1 The Executive Steering Group shall review the operation of the EDT Service at appropriate intervals and not less than annually to ensure that this Agreement is operating in the most satisfactory manner.

- 24.2 The Executive Steering Group may review the operation of this Agreement on the coming into effect of any relevant case law legislation or guidance affecting the delivery of the EDT Service so as to ensure that the arrangements comply with any such change of law or guidance.

25. STATUTORY COMPLIANCE

- 25.1 The Authorities shall comply with all relevant law relating to the EDT Service. For the avoidance of doubt the Authorities acknowledge that as the EDT Service includes functions of a public nature the Authorities (at all times) within the meaning of section 6(3) of the Human Rights Act 1998. Ls25 7qq

26. FORCE MAJEURE

- 26.1 The Authorities shall be released from their respective obligations in the event that a Force Majeure Event renders the performance of this Agreement not reasonably practicable whereupon all money due and payable to any party under this agreement shall be paid immediately and clause 14 shall apply as if the Authorities participating had agreed to determine this Agreement.

27. SEVERABILITY

- 27.1 If at any time any clause or part of a clause or Schedule or part of a Schedule to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

27.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

27.1.2 the Authorities shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid, or unenforceable provision to the extent that such spirit and intention is consistent with the Laws of that jurisdiction and so that the amended clause complies with the Laws of that jurisdiction; and

27.1.3 if the Authorities cannot agree upon the terms of any amendment within six months of the date upon which a clause was determined to be wholly or partly illegal, invalid or unenforceable by any court, tribunal or administrative body of competent jurisdiction, the dispute will be determined in accordance with the clause 16 (Dispute Resolution Procedure).

28. RELATIONSHIP OF PARTIES

- 28.1 Each of the parties is an independent local authority and nothing contained in this agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent. Neither party shall have any right or authority to act on behalf of another party by contract or otherwise except to the extent expressly permitted by the terms of this agreement.

29. CONTRACTS (RIGHT OF THIRD PARTIES) ACT 1999

- 29.1 The Authorities do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it save as provided by clause 31.4.9.

30. ENTIRE AGREEMENT

- 30.1 This Agreement and all documents referred to in it contains the whole agreement between the parties relating to the subject matter covered by them and supersedes and replaces all prior communications, representation, warranties undertakings and agreements, arrangements and understandings between the parties. Each Authority acknowledges that it does not enter into this agreement in reliance on any warranty representation or undertaking other than those contained in this Agreement.

31. STAFFING

- 31.1 The Lead Authority shall employ or otherwise retain sufficient suitably qualified staff to provide the EDT Service and shall manage those staff. The Authorities agree that the employment of new staff, their terms and conditions and salaries shall be in accordance with the Lead Authority's processes.

- 31.2 The Lead Authority shall be responsible for all salaries and other remuneration and emoluments including, but without limitation, holiday pay, tax and National Insurance payments allowances and contributions to retirement benefit schemes in respect of the Relevant Staff from and including the Commencement Date.

31.3 APPLICATION OF TUPE ON COMMENCEMENT OF THIS AGREEMENT

- 31.3.1 The Authorities are of the opinion that TUPE shall not apply on the commencement of this Agreement.

31.4 APPLICATION OF TUPE ON TERMINATION OF SERVICES

- 31.4.1 This Agreement envisages that subsequent to the commencement of this Agreement, the identity of the provider of the EDT Service (or any part of the Service) may change (whether as a result of termination of this Agreement, withdrawal by an Authority in accordance with clause 13 or otherwise) resulting in a transfer of the EDT Service in whole or in part (Replacement Service Transfer). If a Replacement Service Transfer is a Relevant Transfer then the Other Authority (ies) or other provider of the EDT Services (Replacement Service Provider) will inherit liabilities in respect of the Relevant Employees.

- 31.4.2 The Lead Authority shall on receiving notice of termination of this Agreement or otherwise, on request from the Other Authority (ies) and at such times as required by TUPE, provide in respect of any person engaged or employed by the Lead Authority in the provision of the EDT Service, the Lead Authority's Provisional Staff List and the Staffing Information together with any additional information required by the Other Authority (ies), including information as to the application of TUPE to the employees. The Lead Authority shall notify the Other Authority (ies) of any material changes to this information as and when they occur.

- 31.4.3 At least 28 days prior to the Replacement Service Transfer Date, the Lead Authority shall prepare and provide to the Other Authority (ies) and/or, at the

direction of the Other Authority (ies), to the Replacement Service Provider, the Lead Authority's Final Staff List, which shall be complete and accurate in all material respects. The Lead Authority's Final Staff List shall identify which of its personnel named are Relevant Employees.

31.4.4 The Other Authority (ies) shall be permitted to use and disclose the Lead Authority's Provisional Staff List, the Lead Authority's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Service Provider for any EDT Service that are substantially the same type of services as (or any part of) the EDT Service.

31.4.5 The Lead Authority shall ensure at all times that it has the right to provide these records under Data Protection Legislation.

31.4.6 In the six months prior to termination of this Agreement, the Lead Authority shall not materially increase or decrease the total number of staff listed on its Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees without the Other Authority (ies) prior written consent.

31.4.7 The Lead Authority shall indemnify and keep indemnified in full the Other Authority (ies) against all Employment Liabilities relating to:

- (i) any person who is or has been employed or engaged by the Lead Authority in connection with the provision of any of the EDT Service; or
- (ii) any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Lead Authority),

arising from or connected with any failure by the Lead Authority to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Replacement Service Transfer Date.

31.4.8 The Authorities shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer will be fulfilled.

31.4.9 The Lead Authority shall ensure that all Relevant Employees are offered Appropriate Pension Provision up to the Replacement Service Transfer Date.

31.4.10 The Other Authority(ies) Provider shall ensure that all Relevant Employees are offered Appropriate Pension Provision from and including the Replacement Service Transfer Date.

31.4.11 Where as a result of the termination of all or any part of the EDT Service there is a requirement for fewer Relevant Employees to provide the EDT Service than are engaged by the Lead Authority at the date of that termination and the Relevant Employee is not eligible to transfer to any of the Authorities by reason of TUPE and after following the Lead Authority's redundancy procedures (a "Redundancy")) the Authorities agree that the Redundancy shall be undertaken in accordance with the Lead Authority's process and that the Redundancy Costs shall:

- (i) Be borne in equal shares by all of the Authorities; or
- (ii) If the Redundancy arises as a result of withdrawal from this Agreement by any one of the Authorities and/or arises as a result of any unreasonable actions or omissions by any one of the Authorities, be borne by the responsible Authority.

32. PREVENTION OF CORRUPTION

32.1 The Authorities shall:

- 32.1.1 have adequate policies and procedures in place (that shall be shared with either of the other Authorities or both, on request) to ensure that relevant controls assurance, probity and professional standards are met;
- 32.1.2 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the Fraud Act 2010 (Relevant Requirements);
- 32.1.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 32.1.4 have and shall maintain in place throughout the term of this Agreement, mutual policies and procedures, including (but not limited to) adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 32.1.2 of this Agreement, and will enforce them where appropriate;
- 32.1.5 promptly report to any other Authority and the Steering Group any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement;

For the purpose of this clause 32, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 32, a person associated with a Authority includes but is not limited to any subcontractor of that Authority.

33. ASSIGNMENT AND SUB-CONTRACTING

- 33.1 This Agreement and all rights under it may not be assigned or transferred by any Authority without the prior written consent of the others PROVIDED THAT no such consent shall be necessary for an assignment or novation required by law to any successor in respect of the functions relevant to this Agreement of any of the Authorities
- 33.2 Upon such assignment or transfer the assignor or transferor shall ensure that the assignee or transferee enters into a written undertaking to comply with the terms and conditions of this Agreement in consideration of which the other parties agree to release the assignor or transferor from further liability except in respect of liability accrued up to the date of such assignment or transfer.

34. GOVERNING LAW

34.1 This Agreement shall be governed by the Laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

IN WITNESS whereof the parties hereto have executed this Agreement as a deed on the day and year before written

IN WITNESS whereof the parties hereto have executed this Agreement as a deed the day and year first before written

EXECUTED AND DELIVERED AS A DEED
By the affixing of the Common Seal of
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH
REDBRIDGE
In the presence of:

.....
Pervinder Sandhu
Operational Director of Assurance
Being an officer of the Council of
the London Borough of Redbridge
duly authorised to attest the Common Seal thereof

EXECUTED AND DELIVERED AS A DEED
By the affixing of the Common Seal of
THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF BARKING AND DAGENHAM
in the presence of:

.....
April Bald
Director of Children Social Services
Being an officer of the Council of the
London Borough of Barking and
Dagenham, duly authorised to attest
the Common Seal thereof

Minute Number:
Sealing Register:

**EXECUTED AND DELIVERED AS A DEED by
THE MAYOR & BURGESSES OF THE
LONDON BOROUGH OF WALTHAM FOREST
by affixing of its Common Seal
In the presence of:**

.....
Corporate Director of Children's Services
Daniel Phelps
Being an officer of the Council of
the London Borough of Waltham Forest
duly authorised to attest the Common Seal thereof

**EXECUTED AND DELIVERED AS A DEED by
THE MAYOR & BURGESSES OF THE
LONDON BOROUGH OF HAVERING
by affixing of its Common Seal
In the presence of:**

.....
Robert South
Director of Children Social Services
Being an officer of the Council of
the London Borough of Havering
duly authorised to attest the Common Seal thereof

SCHEDULE 1: ELIGIBILITY CRITERIA

Eligibility to the Service will be assessed in accordance with:

1. The provisions of the Relevant Functions;
2. Whether the child in question appears to live or be presently located in the area of a Partner, or be looked after or provided with leaving care services by a Partner or otherwise habitually resident in the area of a Partner;
3. The view of the Host Partner that it is appropriate for an out of hours Service to be provided or considered in all of the circumstances pertaining to the individual in question at the time of such consideration.

SCHEDULE 2: RELEVANT FUNCTIONS

Note "The Council" refers to each of the Partners

ADOPTION AND CHILDREN ACT 2002

section 41 To apply to the court for a recovery order.

CHILDREN ACT 1989

section 17 To safeguard and promote the welfare of children in need and to promote the upbringing of such children by their families by providing a range and level of services appropriate to those children's needs and to exercise and perform the powers and duties set out in Part I of Schedule 2 of this Act or any additional power or duty which may be added to that Schedule by order of the Secretary of State.

section 17(5) to facilitate the provision by others of services which the Council has power to provide by virtue of sections 17, 18, 20, 23 or 24 of this Act and to make arrangements for any person to act on the Council's behalf in the provision of any such service.

section 17(6) To give assistance to children in kind or in cash.

section 17(7) To make any assistance under this section subject to conditions as to the repayment of the assistance or of its value in whole or in part.

section 20 To provide accommodation for children in need within or who is ordinarily resident in the Council's area, to provide accommodation for any person aged 16 or over but is under 21 in any community home, and to ascertain and give due consideration to the child's wishes before providing such accommodation.

section 21 To make provision for the reception and accommodation of children who are removed or kept away from home under Part V of this Act (emergency protection provisions) or who are under police protection, detained by the police, or remanded by the courts, and to recover any reasonable expenses of accommodating such a child from the local authority in whose area he is ordinarily resident.

section 22 To safeguard and promote the welfare of any child looked after by the Council and in so doing to make use of services which are available for children who are cared for by their own parents, to ascertain as far as is reasonably practicable the wishes of the child, his parents, and others before making any decision with respect to such a child, to exercise the Council's powers with respect to a child whom the Council is looking after in a manner which may not be consistent with the duties contained in this section if this appears to be necessary for the purpose of protecting members of the public from serious injury, and to comply with any directions given by the Secretary of State under this section.

section 22A To provide a child in the Council's care with accommodation

section 22B To maintain a child which the Council is looking after in other respects apart from the provision of accommodation

section 22C To make the placement arrangements prescribed by this section in respect of a child which the Council is looking after

section 22D To make arrangements for a child which the Council is accommodating to be accommodated by arrangements under section 22C(6) of this Act (placement in a children's home) where it is necessary to do so as a matter of urgency in order to safeguard the child's welfare and, in other cases, to carry out a review of the child's case before making such arrangements.

section 22E Where a child is placed in a children's home provided by an appropriate national authority under section 82(5) of this Act to do so on such terms as the national authority may from time to time determine.

section 22G To take steps that secure, so far as reasonably practicable, that looked after children are provided with accommodation in the relevant Partner's area and which meets the needs of those children.

section 23 To provide accommodation and maintenance for any child looked after by the Council and in so doing to comply with the provisions of, and exercise and perform the powers and duties contained in this section, part II of Schedule 2 of this Act and any regulations made by the Secretary of State under this section with regard to providing accommodation for and maintaining any such children. (This delegation does not extend to those powers and duties contained in any regulations made under this section which fall to be exercised or performed by the Director of Adult Social Services under the terms of those regulations).

section 23B To take reasonable steps to keep in touch with any relevant child as defined by section 23A of this Act and by any regulations made by the Secretary of State thereunder (children formerly looked after by the Council), for whom the Council is the responsible authority; to safeguard and support such a child's welfare; to take reasonable steps to re-establish contact with such a child where such contact has been lost; to attach conditions to any assistance given under this section requiring its repayment in whole or in part; to ascertain and have regard to the views of any such child and other relevant persons; and to comply with and exercise and perform any powers and duties contained in regulations made under this section by the Secretary of State.

section 23C To perform the continuing duties provided for in this section towards former relevant children as defined in section 23A of this Act (similar duties to those contained in section 23B of this Act).

section 23CA for a former relevant child within the meaning of section 23C of this Act, to carry out an assessment of the needs of any such person with a view to determining what assistance (if any) it would be appropriate to provide, , and to give the assistance prescribed by this section to the extent that the person's educational or training needs require it.

section 24A To consider whether the conditions provided for in this section apply to a person qualifying for advice and assistance (as defined in section 24 of this Act), in either case to advise and befriend any such person and provide them with assistance including cash, and to make such assistance subject to a condition requiring repayment.

section 24B To contribute to expenses incurred by persons to whom this section applies in living near the place where he is or will be employed or seeking employment or where he is or will be receiving education or training, to make a grant towards expenses incurred in connection with such a person's education or training, and to provide such a person with accommodation during the vacation or assistance in obtaining such accommodation.

section 24C To provide information to another local authority when a person for whom the Council is responsible proposes to live or is living in the area of that other local authority.

section 25 To apply to a court for authority to keep a child who is being looked after by the Council in secure accommodation, and to exercise and perform any powers and duties contained in any regulations made by the Secretary of State under this section with regard to the detention of any person in secure accommodation.

section 27 To request the help of other authorities in exercising the Council's functions under Part III of this Act.

section 34 To allow a child in the care of the Council reasonable contact with his parents and others, to refuse contact which would otherwise be required under this section, and to comply with and exercise and perform any powers and duties contained in any regulations made by the Secretary of State under this section.

section 35 To advise, assist and befriend a child who is the subject of a supervision order, to take such steps as are reasonably necessary to give effect to such an order, and to exercise and perform the powers and duties contained in Parts I and II of Schedule 3 of this Act.

section 43 To apply to the court for a child assessment order and to take such steps as are reasonably practicable to ensure that notice of such an application is given to the child and others.

section 44 To apply for an emergency protection order, to comply with the terms of any such order, the provisions of this section limiting the exercise of powers under such an order, and the requirements of any regulations made by the Secretary of State for the purposes of this section.

section 44A To apply for the provision of an exclusion requirement and a power of arrest in an emergency protection order.

section 45 To apply for the extension of an emergency protection order.

section 50 To apply for a recovery order in respect of a child.

section 67(1) To satisfy himself that the welfare of any child who is privately fostered within the Council's area is being satisfactorily safeguarded and promoted and to secure that advice is given to those caring for them.

section 67(2) To comply with and exercise and perform any powers and duties contained in any regulations made by the Secretary of State under this section with regard to privately fostered children.

section 67(3) To authorise any officer to visit private foster homes and to inspect such premises and any children there.

section 67(5) To take such steps as are reasonably practicable to secure that the care and accommodation of a child who is being privately fostered is undertaken by another person where their welfare is not being satisfactorily safeguarded or promoted.

section 100 To seek the leave of the court to make an application for the exercise of the court's inherent jurisdiction with respect to children.

section 102 To make an application to the court for a warrant authorising any constable to assist in the exercise of powers of entry.

Schedule 2

para 1 To take reasonable steps to identify the extent to which children are in need in the Council's area,

para 3 To assess the needs of any child at the same time as any assessment is made under any other enactment.

para 4 To take reasonable steps to prevent children suffering ill-treatment or neglect and to inform other local authorities that a child is likely to suffer harm.

para 5 To provide assistance to a person to obtain alternative accommodation where it appears that a child is suffering or is likely to suffer ill treatment at the hands of that person.

para 6 To provide services to minimise the effect on disabled children of their disabilities and to give such children the opportunity to lead lives which are as normal as possible.

para 10 To take such steps as are reasonably practicable to enable a child to live with his family or to promote contact between him and his family.

para 15 To endeavour to promote contact between a child who is looked after by the Council and his parents, relatives, friends and others connected with him, and to inform such persons of where the child is being accommodated.

para 16 To make payments in respect of travelling, subsistence or other expenses incurred by persons visiting a child looked after by the Council, or incurred by such a child visiting others.

para 19A To advise, assist and befriend a child who is looked after by the Council with a view to promoting his welfare when he ceases to be looked after.

CHILDREN AND YOUNG PERSONS ACT 1969

section 23 To provide accommodation (including secure accommodation) for children and young persons remanded or committed by a court to local authority accommodation; to authorise any officer or other person to detain any person so remanded or committed; to apply to any court for conditions to be attached to any such remand or committal; and to seek the Secretary of State's consent to arrangements that the whole or part of any period of any such remand or committal should be in a secure training centre.

CRIMINAL JUSTICE ACT 2003

section 325(3) To co-operate with the responsible authority (the police, probation and prison services) in assessing and managing the risks posed by sexual and violent offenders in the Borough.

LOCALISM ACT 2011

section 1 To exercise the Council's general power of competence. (The exercise of this delegation is limited to doing anything which is calculated to facilitate or is conducive or incidental to the exercise of any other delegated function).

SUPREME COURT ACT 1981

section 41 To make an application for the wardship of a minor having obtained leave of the Court under section 100 of the Children Act 1989.

COUNTER TERRORISM AND SECURITY ACT 2015

Section 26 A specified authority (as set out in Schedule 6 of the Act) must, in exercise of its functions, have due regard to the need to prevent people from being drawn into terrorism.

SCHEDULE 3: THE AUTHORITIES CONTRIBUTIONS TO THE BUDGET

	Financial Contribution by Referral Volume		
	23/24	24/25	25/26
Waltham Forest	Contribution based on the contact rate 2022/23	Contribution based on the contact rate 2023/24	Contribution based on the contact rate 2024/25
Havering	Contribution based on the contact rate 2022/23	Contribution based on the contact rate 2023/24	Contribution based on the contact rate 2024/25
Barking and Dagenham	Contribution based on the contact rate 2022/23	Contribution based on the contact rate 2023/24	Contribution based on the contact rate 2024/25
Redbridge	Contribution based on the contact rate 2022/23	Contribution based on the contact rate 2023/24	Contribution based on the contact rate 2024/25
Total	£1,102,165	£1,119,333	£1,140,721

Notes

- 1 Future budget and Authority contribution levels will be agreed at the Executive Steering Group
- 2 Future budget and Authority contribution's will take into account an annual percentage uplift applied to staff salaries; this is currently set at 2% but will be notified and confirmed by the Lead Authority to the Other Authorities on an annual basis.

SCHEDULE 4 – INFORMATION SHARING AGREEMENT (ISA) FOR THE EMERGENCY DUTY SERVICE (CHILDREN)

Redbridge EDT

Purpose Specific Information Sharing and Data Processing Agreement

Sharing and processing of Information with the Emergency Duty Team to assist in identifying and assessing risks to children's wellbeing and welfare of partner boroughs

Freedom of Information Act Publication Scheme	
Protective Marking	Not protectively marked
Publication Scheme Y/N	Yes
Title	A purpose specific information sharing and data processing agreement documenting information sharing with Redbridge EDT
Version	Final version 1.1
Summary	<p>An agreement to formalise information sharing and data processing arrangements with the Redbridge EDT.</p> <p>For the list of partner boroughs, see next page.</p> <p>For the purpose of identifying and assessing risks to children’s wellbeing and welfare in partner boroughs.</p>
(B)OCU or Unit / Directorate	Redbridge
Author	Alexandra West (based on version by Nick Collins MPS)
Reviewers	Fiona Alderman, Fred Attram, LBR
Date Issued	January 2020
Date Last Reviewed	01/01/2023
Review Date	January 2023

Partner Boroughs and Signatories

LA	Responsible Officer	Signature
London Borough of Redbridge	Corporate Director of People Adrian Loades	
London Borough of Barking & Dagenham	Strategic Director, Service Development and Integration April Bald	
London Borough of Havering	Director of Children's Services Robert South	
London Borough of Waltham Forest	Corporate Director of Children's Services Daniel Phelps	

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1 PURPOSE OF THE AGREEMENT

This Information Sharing Agreement (ISA) defines the arrangements for processing data between the London Borough of Redbridge and the London Boroughs of Havering, Barking & Dagenham and Waltham Forest for the purpose of providing an Emergency Duty Team service for children.

This agreement has been developed to:

- Define the specific purposes for which the signatory agencies have agreed to share information.
- Describe the roles and structures that will support the exchange of information between agencies.
- Set out the legal gateway through which the information is shared, including reference to the Human Rights Act 1998 and the common law duty of confidentiality.
- Describe the security procedures necessary to ensure that compliance with responsibilities under the UK GDPR and the Data Protection Act 2018 and agency specific security requirements.
- Describe how this arrangement will be monitored and reviewed. This will be at least annually.

The signatories to this agreement will represent the following agencies/bodies:

- London Borough of Redbridge
- London Borough of Barking & Dagenham
- London Borough of Havering
- London Borough of Waltham Forest

2 DATA PROCESSOR RESPONSIBILITIES

For the purpose of providing EDT services to its partners, LB Redbridge will act as the data processor.

LB Redbridge

- is itself a registered data controller with the Information Commissioner's Office
- acknowledges its data processor responsibilities under / is compliant with current data protection legislation
- has a complaints procedure that gives individuals recourse to independent investigation in the event of inappropriate sharing of information
- ensures that only anonymised data is used for business planning and research purposes

3 SPECIFIC PURPOSE FOR SHARING

The aim of the EDT service is to keep children in the partner boroughs safe by responding to situations arising outside normal working hours which require the intervention of a social worker and cannot wait for resolution the next day. To ensure maximum flexibility in the provision of the service, social workers employed by the London Borough of Redbridge (the data processor) will be accessing information where one of the other boroughs is the data controller.

4 LAWFUL BASIS

The lawful basis for sharing the information will be as follows and as set out in Article 6 of the GDPR:

Article 6(1)(e) whereby '*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*'; and

Article 6(1)(c) whereby '*processing is necessary for compliance with a legal obligation*'.

To process special category data, the parties also need to meet a further condition for processing.

Under Article 9(2)(b) '*processing is necessary for reasons of social protection law*'.

Under Article 9(2)(g) '*processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject*';

Under Article 9(2)(i) '*processing is necessary for reasons of public interest in the area of public health*'.

The information will be shared by partner local authorities (data controller) with LB Redbridge (data processor) in accordance with duties each party is under by virtue of the Children Act 2004 and other legislation related to the provision of social work to children. Where consent can be obtained it should be sought, however there will be circumstances, particularly as this an emergency duty service, where the seeking of consent might not be practicable.

5 INFORMATION BEING SHARED

The information will be any collected by EDT staff in one of the following ways.

- (a) From accessing live social care systems, e.g. a Redbridge worker accessing Havering's client index over a secure connection
- (b) From agreed scripts to collect information over the phone
- (c) During the course of social work activity

In all cases, the minimum amount of personal data will be collected and processed. The scripts will ensure that issues of consent are dealt with.

6 DATA TRANSFER (INCLUDING SECURITY MEASURES)

Information shared with the EDT will either be directly entered onto a case management system or will be sent via secure email (using EGRESS encryption) to relevant external services. There may also be verbal processing via telephone. In any event all appropriate information should be recorded and where shared, a record of that sharing kept.

In the event of a Subject Access Request to the home local authority, they will liaise with the EDT Service Manager to determine if any information is held by the service. This will be securely sent back to the home authority to disclose where appropriate.

7 STORAGE (INCLUDING SECURITY MEASURES)

The information will be stored on case management systems, Microsoft Exchange servers or the EDT log which is stored in a subsystem of the Redbridge Protocol/Integrated Children's System. Where staff are working away from the hub locations they will be working over virtual connections and, in any event, on encrypted laptops.

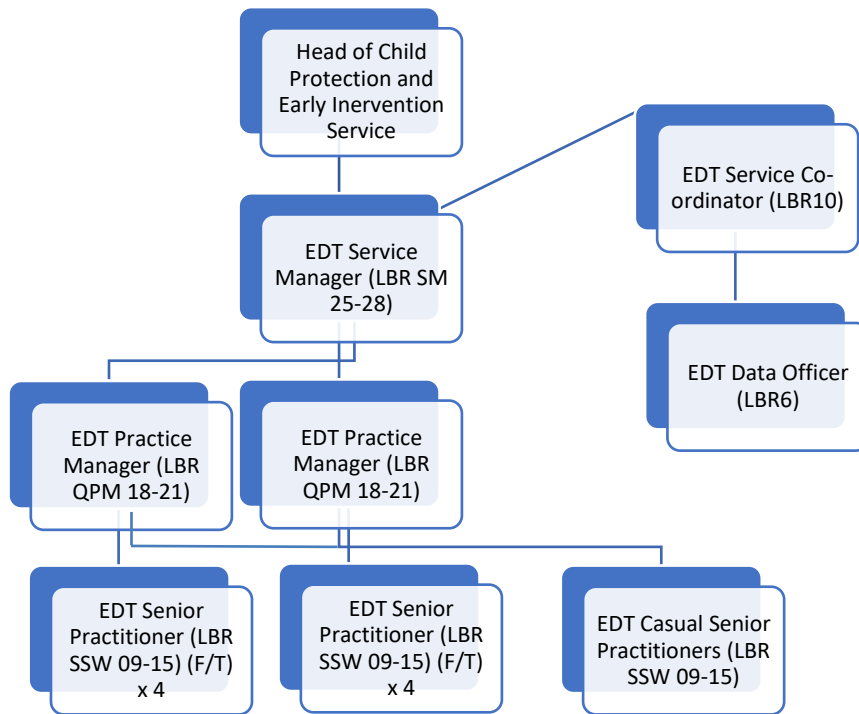
The parties shall keep the information received secure and, except with the prior explicit consent of the Party that is the data controller, shall not:

- use or exploit the information in any way except for the purposes of the agreement
- disclose or make available the information in whole or in part to any third party except as expressly permitted by this Agreement; or
- copy, reproduce or otherwise record the information except as strictly necessary for the purposes of the Agreement

In the event of any compromise to the information held, staff will report to their manager who will in turn report to the ICT ServiceDesk at the London Borough of Redbridge (by telephoning 020 8708 4455 or by email at servicedesk@redbridge.gov.uk). Redbridge's Information Security Incident Management Procedure will be invoked, with regular reports provided to the appropriate data controller(s).

8 EDT SERVICE

The following members of staff will have access to the information:



8.1.1 Confidentiality and Vetting

The information to be shared under this agreement is classified as 'RESTRICTED' under the Government Protective Marking System. Vetting is not mandatory to view this grade of information; however, staff working within on the EDT will either be vetted to CTC level or will be CRB vetted. Required at 'RESTRICTED' level access is a strict 'need-to-know' the information.

8.1.2 Training / Awareness

It is the responsibility of each partner to ensure that all individuals likely to come into contact with the data shared under this agreement are trained in the terms of this agreement and their own responsibilities.

EDT staff are trained and aware of their obligations under current data protection legislation (UK GDPR and DPA 2018). The London Borough of Redbridge will ensure that staff transferred to it will receive data protection and information sharing training.

9 RETENTION

Information will be input directly onto the appropriate social care system for the authority responsible for the service user. Additional information not entered onto the system will need to be either sent back to the responsible local authority or destroyed.

Where information is sent electronically to the data controllers, secure e-mail should be used.

Once processed information will not be retained at the hub and therefore it should be securely deleted. There is an EDT log which originates from each borough's contact centre that is then securely emailed to the EDT. Once acted upon, the log should be retained for a period of 3 months after which it will be destroyed securely.

9.1.1 Disposal of Electronic Information

Once information contained within emails is transferred to a partner's electronic systems, the emails will be deleted.

Information will be held in electronic systems until the information is no longer required. Information will be destroyed in accordance with each agency's code of practice in handling information and with regards to their responsibilities under the Data Protection Act.

If information is stored by partners electronically on their systems, information must be overwritten/deleted using an appropriate utility or tool conforming to industry standards.

Information deleted by LBR will be disposed of securely and in accordance with the LB Redbridge disposal policy.

10 CONTRACT PERIOD

The EDT service goes live on 1 April 2023. Sharing of information by partner boroughs with the EDT service occurs as required by an operational service.

11 ROLES AND RESPONSIBILITIES

The EDT Service Manager supported by the EDT practice managers from both teams are ultimately responsible for the sharing and processing of information in accordance with this agreement.

12 COMPLIANCE

All signatories to this agreement accept responsibility for ensuring that all appropriate security arrangements are complied with.

Any issues concerning compliance with security measures will form part of the annual review of this agreement.

12.1 Sanctions

Any unauthorised release of information or breach of conditions contained within this agreement will be dealt with through the internal discipline procedures by the individual partner.

All parties are aware that in extreme circumstances, non-compliance with the terms of this agreement may result in the agreement being suspended or terminated.

13 REVIEW

The agreement will be reviewed in 12 months by the EDT Service Manager and the Information Governance Manager at LB Redbridge.

This agreement must be formally approved and signed by a partner borough before any information sharing and processing can take place.

All parties will ensure that the ISA and any associated documents are known and understood by all staff involved in the process, and that all staff are sufficiently trained in the operation of this agreement.

14 APPENDIX A: RELEVANT LEGISLATION

14.1 UK General Data Protection Regulation (UK GDPR)

UK GDPR legislation as enacted by the Data Protection Act 2018.

Conditions for Processing Personal Data (Article 6)

1. The data subject has given consent to the processing for one or more specific purposes.
2. The processing is necessary.
 - a. for the performance of a contract to which the data subject is a party, or
 - b. in order to take steps at the request of the data subject prior to entering into a contract.
3. The processing is necessary for compliance with a legal obligation to which the controller is subject.
4. The Processing is necessary in order to protect the vital interests of the data subject or of another individual.
5. The 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;
6. The processing is necessary for the purposes of the legitimate interests pursued by the data controller or by a third party except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child. Point 6 above shall not apply to processing carried out by public authorities in the performance of their tasks.

Conditions for Processing Special Category Data (Article 9)

1. Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation shall be prohibited.
2. The above paragraph 1 shall not apply if one of the following applies:
 - a. The data subject has given explicit consent to the processing of those personal data for one or more specified purposes, except where Union or Member State law provide that the prohibition referred to in paragraph 1 may not be lifted by the data subject;
 - b. Processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
 - c. Processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;

d. Processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body or to persons who have regular contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects

14.2 The Human Rights Act

The Human Rights Act (1998) incorporates into our domestic law certain articles of the European Convention on Human Rights (ECHR). The Act requires all domestic law to be read compatibly with the Convention Articles. It also places a legal obligation on all public authorities to act in a manner compatible with the Convention. Should a public authority fail to do this then it may be the subject of a legal action under section 7. This is an obligation not to violate Convention Rights and a positive obligation to uphold these rights.

The sharing of information between agencies has the potential to infringe a number of Convention Rights. Whilst Article 3 (Freedom from torture or inhumane or degrading treatment) and Article 1 of Protocol 1 (Protection of Property) may be infringed, the most likely infringement would be to Article 8 (Right to respect for private and family life).

Article 8.1 provides that “everyone has the right to respect for his private and family life, his home and his correspondence”.

Article 8.2 provides that “there shall be no interference by a public authority with the exercise of this right except as in accordance with the law and is necessary in a democratic society in the interest of national security, public safety or the economic well-being of the country for the prevention of crime and disorder, for the protection of health and morals or for the protection of the rights and freedoms of others”.

Article 8 ECHR does not provide an absolute right to non-interference with privacy as Article 8.2 provides a qualification of Article 8 and interference with the Right may be justified if the circumstances of the particular case.

It is always necessary to ensure that there is a legal basis for the action being taken, that it pursues a legitimate aim (as set out in the particular Convention Article) and that it is that the action taken is proportionate and the least intrusive method of achieving that aim. In addition, all Convention Rights must be secured without discrimination on a wide variety of grounds under article 14.

14.3 The Freedom of Information Act (FOIA)

The Freedom of Information Act (2000) applies to all public authorities and came into force on 1 January 2005. The Act created new rights of access to information (rights of access to personal information will remain under the Data Protection Act) and revises and strengthens the Public Records Acts 1958 & 1967 by re-enforcing records management standards of practice.

The Lord Chancellor has issued a code of practice on the management of records under FOIA. The principle is that “any freedom of information legislation is only as good as the quality of the records to which it provides access. Such rights are of little use if reliable records are not created in the first place”. Further information and guidance can be found at the following web site <http://www.informationcommissioner.gov.uk>.

14.4 The Common Law Duty of Confidence

The Common Law Duty of Confidence requires that unless there is a statutory requirement to use information that has been provided in confidence, it should only be used for purposes that the subject has been informed about and consented to. In certain circumstances, this also applies to the deceased. The duty is not absolute but should only be overridden if the holder of the information can justify disclosure as being in the public interest i.e. to protect others from harm.

The Caldicott Principles Both Social Care and NHS organisations that are party to the Protocol are committed to the Caldicott principles when considering whether confidential information should be shared. These Caldicott Principles are:

- Justify the purpose(s) for using personally identifiable information
- Don't use personally identifiable information unless it is absolutely necessary
- Use the minimum necessary personally identifiable information
- Access to personally identifiable information should be on a strict need to know basis
- Everyone must be aware of their own responsibilities
- Every member of staff and every organisation party to the protocol must understand and comply with the law (most importantly, the GDPR and DPA 2018)

14.5 Computer Misuse Act

Under the Computer Misuse Act 1990, it is illegal to access data without authorisation. This type of activity is known as 'hacking'. There are three offences under this Act:

- Accessing data or programmes held in a computer without authorisation
- Accessing data or programmes held in a computer without authorisation with the intention of committing a further offence, e.g. fraud, blackmail
- Modifying data or programmes held in a computer that you are not authorised to modify
- Accessing data using another person's password is an offence under this Act.

14.6 Crime and Disorder Act

The Crime and Disorder Act 1998 introduces measures to reduce crime and disorder, including the introduction of local crime partnerships around local authority boundaries to formulate and implement strategies for reducing crime and disorder in the local area. Section 115 of the Act provides that any person has the power to lawfully disclose information to the police, local authorities, the probation service, or health authorities (or persons acting on their behalf) where they do not otherwise have the power, but only where it is necessary and expedient, for the purposes of the Act. However, whilst agencies have the power to disclose, section 115 does not impose a requirement on them to exchange information and so responsibility for the disclosure remains with the agency that holds the data. It should be noted that this does not exempt the provider from the requirements of the 2nd principle of the Data Protection Act.

14.7 Criminal Justice Act

This Act became law on 20 November 2003 and imposes new risk assessment obligations in relation to violent or sexual offenders. For the first time, some of those obligations fall on the NHS and social care, education, social security and housing bodies. The new obligations relate to Multi-Agency Protection Arrangements (MAPPA) and covers "relevant sexual and violent offenders" including anyone who:

- is subject to notification requirements of Part 2 of the Sexual Offences Act 2003
- has been, or has behaved in a manner that makes him/her liable to be disqualified from working with children
- has been convicted of murder
- has been convicted of one of a number of other offences, including specified sexual offences

- has been convicted of manslaughter, kidnapping, wounding with intent, causing grievous bodily harm, robbery, burglary, affray, or racially or religiously aggravated assault

14.8 Mental Capacity Act

Under the Mental Capacity Act 2005, from the age of 16, capacity to consent is assumed, unless there are indications that the person lacks this capacity, in which case a mental capacity assessment is carried out in relation to the particular decision in question and there is a duty to facilitate people's own decision-making where feasible. If this assessment confirms a lack of capacity, consent may be obtained from a person holding Lasting Power of Attorney (LPA) in respect of the individual's health and wellbeing, or a person acting on their behalf under the Court of Protection. An individual may have more than one LPA appointed to make decisions regarding their welfare and / or financial affairs. The relevant LPA should be consulted depending on the information sharing required. If no such person exists, staff will make a 'best interest' decision on disclosure, involving family and other interested parties where possible.

14.9 Criminal Procedures and Investigations Act

This 1996 Act requires the police to record in durable form any information that is relevant to an investigation. The information must be disclosed to the Crown Prosecution Service, who must in turn disclose it to the defence at the relevant time if it might undermine the prosecution case. In cases where the information is deemed to be of a sensitive nature the CPS can apply to a judge or magistrate for a ruling as to whether it should be disclosed.

ICO Framework Code of Practice for Information Sharing

This framework code of practice contains practical advice that will help all those involved in information sharing to develop the knowledge and confidence to make appropriate decisions about sharing personal information. This framework code of practice aims to help make sure that the benefits of information sharing are delivered, while maintaining public trust and respecting personal privacy.

14.10 Regulation of Investigatory Powers Act (RIPA)

The RIPA 2000 primarily deals with the acquisition and disclosure of information relating to the interception of communications, the carrying out of surveillance and the use of covert human intelligence. It is unlikely that this Act will have any implications on the sharing of personal information.

14.11 Protection from Harassment Act (PHA)

The PHA 1997 relates to action amounting to harassment or putting people in fear of violence, as defined by the Act, in respect of a person residing in or visiting at an address, in which the housing authority has a landlord's interest or where the action was aimed at premises run or peopled by the housing authority.

14.12 Housing Acts

Housing Act (1985), Housing Act (1996) and Anti-social behaviour, Crime and Policing Act 2014.

These Acts stipulate what tenancy agreements can contain which in turn regulate the relationship between tenant and landlord. The ASBCP 2014 reorganises and enhances the powers available to landlords to deal with anti-social behaviour.

14.13 Local Government Act (LGA)

The LGA 2000, Section 2, permits many types of data sharing partnerships between local authorities and others where the proposed data sharing will achieve the promotion or improvement of the economic, social and environmental well-being of their area.

14.14 Other Legislation

Further Acts may apply, e.g. Prevention of Terrorism Act (2002), Health and Social Care Act (2001), Environmental Information Regulations, Criminal Justice Act (2003). Further information about these or any other relevant legislation can be found at the HMSO website

<http://www.hmso.gov.uk/>

15 APPENDIX B: THE CALDICOTT PRINCIPLES

15.1.1 Principle 1 – Justification of Purpose

Every proposed use or transfer of personal confidential data within or from an organisation should be clearly defined, scrutinised and documented, with continuing uses regularly reviewed, by an appropriate guardian.

15.1.2 Principle 2 – Absolutely necessary

Do not use personal confidential data unless it is absolutely necessary.

Personal confidential data items should not be included unless it is essential for the specified purpose(s) of that flow. The need for patients to be identified should be considered at each stage of satisfying the purpose(s).

15.1.3 Principle 3 – Minimum necessary

Use the minimum necessary personal confidential data.

Where use of personal confidential data is considered to be essential, the inclusion of each individual item of data should be considered and justified so that the minimum amount of personal confidential data is transferred or accessible as is necessary for a given function to be carried out.

15.1.4 Principle 4 – Need-to-know basis

Access to personal confidential data should be on a strict need-to-know basis.

Only those individuals who need access to personal confidential data should have access to it, and they should only have access to the data items that they need to see. This may mean introducing access controls or splitting data flows where one data flow is used for several purposes.

15.1.5 Principle 5 – Handler responsibilities

Everyone with access to personal confidential data should be aware of their responsibilities

Action should be taken to ensure that those handling personal confidential data - both clinical and non-clinical staff (i.e. professional and administrative) - are made fully aware of their responsibilities and obligations to respect patient confidentiality.

15.1.6 Principle 6 – Compliance with the law

Every use of personal confidential data must be lawful. Someone in each organisation handling personal confidential data should be responsible for ensuring that the organisation complies with legal requirements.

In April 2013, Dame Fiona Caldicott reported on her second review of information governance, her report ["Information: To Share Or Not To Share? The Information Governance Review"](#), informally known as the Caldicott2 Review, introduced a new 7th Caldicott Principle.

15.1.7 Principle 7 – Duty to Share

The duty to share information can be as important as the duty to protect patient confidentiality

Health and social care professionals should have the confidence to share information in the best interests of the people they are providing a service to within the framework set out by these principles. They should be supported by the policies of their employers, regulators and professional bodies

Schedule 5

4 Boroughs Children's EDT service for Barking & Dagenham, Havering, Redbridge & Waltham Forest

Service Specification

Introduction

The London boroughs of Barking and Dagenham, Havering, Redbridge and Waltham Forest have agreed in principle to merge their Children's Emergency Duty Teams (EDT) and to have a single Children's EDT partnership for the four boroughs which will be known as the 4 boroughs Children's EDT Service.

The new service will provide a consistent, high quality, streamlined Children's EDT service across the four boroughs.

Redbridge Children and Families Service has agreed to be the host authority for the new service and has drawn up this service specification in consultation with the other boroughs in the partnership. This service specification will underpin the partnership agreement between Redbridge and the partner boroughs.

Service Aims

The aim of the 4 Boroughs Children's EDT is to keep children safe by responding to situations arising outside normal working hours which require the intervention of a social worker and cannot wait for a resolution the next working day. (This may include referrals which are not assessed as emergencies but where delay before intervention by day staff could cause deterioration in the welfare or safety of the child).

Service Objectives

1. To fulfil the statutory requirement to provide an emergency out of hour's social work service for children, discharging this duty of provision on behalf of the four Local Authorities.
2. To identify, assess, prioritise and deal effectively with Children's emergencies.
3. To liaise with other professionals as appropriate including the police, care providers and Adult's Out of Hours emergency services.
4. To treat all children and their carers professionally and with dignity and respect.

Service Description

The 4 Boroughs Children's EDT will provide a service to children who are reported to be at risk of harm, in an emergency situation, out of hours.

The service will:

1. Operate from 4.30pm – 9.30am Monday to Friday.
2. Take referrals from 5.00pm – 9.00am Monday to Friday.
3. Operate 24 hours per day on Saturday and Sunday including Bank and Public Holidays and additional Statutory Days. In boroughs with an early closing day at Christmas, this will also be covered.

4. Deal only with emergencies that cannot wait until the next working day.
5. Aim to respond to cases referred to the service within 30 minutes.
6. Be staffed by appropriately qualified Social Workers at all times.
7. Operate from the Redbridge Control Centre in Ilford / endorse home working where requirements are met.
8. Consult with a nominated Children Services Senior Manager in either high risk circumstances or circumstances where budget approval is required.

The 4 Boroughs Children Emergency Duty Team will NOT:

- Provide the full range of daytime services for Children's services. (The process for dealing with non-emergencies is set out below).

Location of service

The service will operate from the Redbridge Control Centre.

Call handling/screening

To ensure that there is a consistent call handling and screening service across the 4 boroughs Children's EDT service, the service will:

- Continue to use the existing front door services (LBBD: Capita/Careline; LBH: Pinnacle; LBR: Redbridge Control Centre/Lifeline; LBWF: Waltham Forest Contact Centre).
- Advise callers who are calling about a non-emergency to phone again when day time services commence on the next working day.
- Use the existing front door service to identify calls concerning a child (and requiring a hand off to the 4 Borough's Children's EDT) or calls concerning an adult (and requiring a hand off to NELFT).
- Enhance the front door service to ensure that all calls are logged and key data is recorded prior to handover to EDT.
- Handover details of the referral to Children's EDT by email.

EDT process

1. 'On call' rotas are sent to each call centre on a monthly basis, to ensure that the call centre knows who to contact when Children's EDT calls are received.
2. Emergency Duty Social Worker (EDSW) receives emergency children's safeguarding referrals via email.
3. Any concern about a child or child's safeguarding should be recorded as a contact on the system.
4. EDSW checks appropriate systems to identify whether the child referred is already known to the service. If not, a new entry is created on the database.
5. EDSW assesses emergency children's safeguarding referrals, (if necessary, in conjunction with agencies such as the police and other emergency services).
6. EDSW deals with referrals in order of priority and with regard to the possible consequences of delay.
7. EDSW refers to the EDT Service Manager if multiple urgent referrals are received to discuss the need to call in additional resources.
8. EDSW aims to call back the referrer within 30 minutes of receiving the referral.
9. EDSW advises the referrer as to how to manage the emergency concern and as necessary:
 - Visits and/or arranges an intervention in relation to the child concerned
 - Recommends that the caller contacts another more appropriate agency, explains the reason for this decision to the caller and provides them with the relevant contact details; or

- Advises the caller that the matter is being referred on to the Day Services staff to be addressed the next working day, explaining the reason for this decision
10. Maintain a clear record of the referral and the actions taken (or not taken) out of hours.
 11. Updates the appropriate social care systems with the details of what happened with the referral.
 12. Undertakes an appropriate handover to the daytime service (see below).

EDT handover to daytime Children's services

The EDT service manager is responsible for ensuring that there are good operational links between the EDT and day time services in each borough.

In order to ensure that day time staff can follow through the referrals generated out of hours within an appropriate and safe time, the following procedures should be followed:

- At the end of each EDT duty period, it is the responsibility of the EDT Social Worker to ensure that all cases and activity related to those cases are recorded on the appropriate social care system by 9am the next working day. Details required include:
 - The details of the out of hours referral
 - Demographics of the child and family referred
 - Notification of risk assessment, decision making and action(if any) taken
- A telephone handover with each daytime service should be carried out between 9am and 9.30am each morning
- Where urgent follow-up is required of day staff, the EDT Social Worker may in some circumstances ring the appropriate duty team to confirm actions required.
- Only under exceptional circumstances, e.g. loss of systems access out of hours, will emails to the daytime service be accepted in place of social care systems updates

Daytime handover to EDT

The EDT is only responsible for dealing with referrals which are initially made outside office hours. Day staff should complete all work where the initial referral is made before 5.00pm.

In exceptional circumstances, requests for work to be carried out on behalf of day staff can be sanctioned by the EDT Service Manager (or Practice Manager in their absence). It is essential for day staff to speak directly to the EDT Service Manager to negotiate this. Any request must be followed up by an email setting out the details of the referral.

ICT systems access

The social care systems used in each borough are as follows: LiquidLogic LCS and EHM ICS (Havering); LiquidLogic LCS and EHM ICS (Barking & Dagenham) Protocol ICS (Redbridge); and Mosaic ICS (Waltham Forest).

Depending on which team they work for, staff will either access the Barking & Dagenham and Havering social care systems (team 1) or the Redbridge and Waltham Forest social care systems (team 2). The 4 boroughs Children's EDT staff will be trained in the appropriate systems and will be expected to use the systems to identify whether the child referred in the emergency is already known to the service and ascertain any information held on the child or, if not known to the authority, create a new entry on the database. Case records will be updated at the end of each shift.

The EDT Staff will also record every case they work on the EDT log which sits on a sub section of the Protocol ICS held by Redbridge. This is to provide robust data performance reporting on the service.

In order to carry out their EDT role most efficiently, staff will be equipped with encrypted laptops and mobile phones.

All case recording of work out of hours must remain compliant with the Local Authorities' Information Governance policies and with Data Protection legislation. This is supported by an Information Sharing agreement signed by all four boroughs.

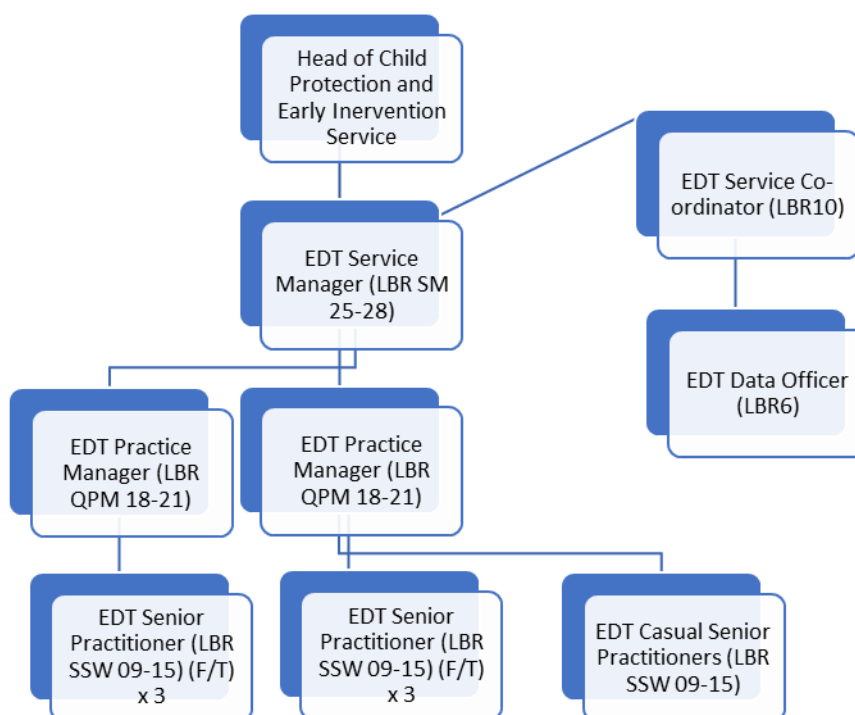
EDT model

The 4 boroughs Children's EDT service will operate through two teams. Team 1 will take referrals for Barking and Dagenham and Havering. Team 2 will take calls for Redbridge and Waltham Forest. Each team is expected to have 4 full time EDT Senior Social Workers. Vacant shifts including covering annual leave and sickness will be filled via a pool of bank staff.

The teams will be managed by 2 EDT Practice Managers, who will in turn report to the EDT Service Manager.

The EDT Service Manager will be supported by an EDT Service Coordinator and Data Officer who will take responsibility for data collection and performance reporting for each of the four boroughs, the organisation of staff rotas, training, team meetings, performance appraisal as well as some finance and administrative support.

Table1. Proposed structure: 4 boroughs Children's EDT Service



Staff management

Redbridge as the host borough will manage the 4 boroughs Children's EDT service with overall management of the service headed up by the EDT Service Manager. The service will sit within Redbridge Council's Children's Service and the Children's EDT Service Manager will report to the Head of Child Protection and Early Intervention. The Head of CP&EI will in turn report on a quarterly basis to the 4 boroughs Children's EDT governance board.

Staff and management supervision of the service will be carried out on a monthly basis by the 2 Practice Managers. The Service Manager will be held accountable that records of these supervision sessions are retained.

Partnership agreement and governance board

A partnership agreement will underpin the work of the 4 boroughs Children's EDT service. The partnership agreement sets out the rights and responsibilities of the four boroughs party to the agreement.

A Governance board will be convened on a quarterly basis, comprising of a senior manager from each borough in the partnership. The Governance board will oversee the work of the Children's EDT service.

The Governance board will be responsible for setting the strategic goals and objectives of the Children's EDT partnership.

As the London Borough of Redbridge will host and manage the 4 borough's Children's EDT service it will be responsible for:

- Employing the 4 boroughs Children's EDT staff
- Recruiting any new 4 boroughs Children's EDT staff
- Investigating any HR matters or formal complaints from service users, under the London Borough of Redbridge's procedures
- Developing and maintaining quality standards agreed by the Governance board
- Providing statistical and performance data and feedback as required by the Governance board
- Providing on call management support for Redbridge referrals
- Providing out of hours legal advice for Redbridge referrals
- Organising quarterly Governance board meetings
- Setting the budget each year in conjunction with the Governance board

The London Boroughs of Barking and Dagenham, Havering and Waltham Forest will be responsible for:

- Providing on call management support for their borough's referrals
- Providing access to out of hours legal advice for their borough's referrals
- Attending and supporting the quarterly Governance meetings.

EDT Performance targets

- The EDT to respond to contact referrers within 30 minutes
- Contacts to EDT to be recorded asap onto the appropriate social care system and by 9am the next working day at the latest
- EDT to undertake handovers to daytime staff by 9.30am the next working day at the latest

Performance monitoring of the 4 borough's EDT Service

Service performance will be monitored via quarterly meetings of the Governance Board to determine whether the service is working to the satisfaction of all parties.

This meeting will determine if key performance indicators/service requirements are being met and seek ways of resolving any issues of under or poor performance.

The last of the quarterly meetings in each accounting period will be used as a formal annual review of the service at which the EDT Service Manager will present an annual report on the work of the 4 boroughs Children's EDT service.

Performance reporting is provided by Redbridge via the EDT recording log within a sub system of the protocol ICS used by Redbridge. The data will be used to report performance to the governance board and will include the following:

- Number of contacts received by EDT
- Number of cases where children were (not) known to the Local Authority
- Number of cases received at different times of evening/weekend

- Reason for case referral
- Source of case referral
- Number & percentage of Children recorded as Missing and Absent
- Number of Children Accommodated and whether they were seen by EDT
- Number of Children taken into Police Protection
- Number of children requested to be accommodated under PACE
- Number of children requested to be accommodated in a Non-Secure Accommodation
- Number of children in police custody
- Number of children at risk of Child Sexual Exploitation
- Number of referrals due to homelessness/ NRPF
- Number of Unaccompanied Asylum seekers
- Number of times the Practice Manager / Back up Manager was called
- Number of Out of Hours Strategy Discussions taking place
- Number of Children visited and seen
- Reasons for referral
- Usage of Appropriate Adult Service

Staff training and development

There will be a staff training and development programme that will be agreed by all boroughs. The programme will be reviewed annually to ensure its relevance and adaptation to new and emerging social work issues.

The full range of local LSCB training will be made available to all staff subject to their existing skills and experience as well as training requirements identified as part of staff supervision.

For new social workers joining the 4 borough's Children EDT service, the core training will be as follows:

- Introduction to the role of Emergency Duty Social Work – looking after children out of hours
- Overview of the 4 borough's Children's EDT Service –Purpose, objectives and principles of the service
- 4 borough's Children's EDT thresholds
- Risk assessment & case management
- Overview of each borough's social care systems
- Standards and good practice in case notes recording
- Protocols, including handovers to daytime services

Financial model:

Reliable demand and usage data is now available for the EDT service. The financial model / budget for the service going forward has been calculated on a proportionate contribution based on historical demand/usage (the contact rate) of the service between 2021-2022.

Benefits of the 4 boroughs Children's EDT service:

The 4 boroughs Children's EDT service has benefited as follows:

A more sustainable model for the future

Economies of scale

- Reduced/shared management costs
- Joint training/induction

Reduced costs

- More permanent staff and sessional/bank staff. Not using agency staff to avoid unnecessary expenditure on sessional staff
- Improved screening resulting in fewer non-emergencies being passed to Children's EDT

Improved working relationships between EDT and daytime duty teams

- Common agreement of protocols, roles, recording etc
- Improved and consistent communication between teams

Better performance management

- Through improved MI, feedback from stakeholders, complaints and compliments, quarterly and annual service reviews

Equitable cost sharing across boroughs based upon demand/usage

4 borough Children's EDT

Executive Steering Group

Schedule 6 - Terms of Reference

1. The Executive Steering Group shall comprise thirteen (13) members as follows: -

- For each of the four member boroughs:
 - a. the Director of Children's Services or their delegated representative (or any manager who is responsible for the duties of this post during any period when it is vacant)
 - b. a senior Children's Services Finance Manager
 - c. a senior Children's Services Performance Manager
- For Redbridge Council (in addition to above)
 - a. the Head of Child Protection and Early Intervention

2. The Chair of the Executive Steering Group shall be rotated between the Directors of Children's Services, each taking the chair for 9 months (over the 3 year contract). The Chair shall not have a casting vote in relation to any item of business transacted by the Executive Steering Group.

3. Each of the four boroughs agrees that the Children's EDT Executive Steering group has three key responsibilities:

a. Agreeing service provision within the 4 boroughs Children's EDT

- Agreeing the service specification for the 4 boroughs Children's EDT
- Approving the 4 boroughs Children's EDT standard operating procedures
- Agreeing and establishing management and decision-making processes within the 4 boroughs Children's EDT
- Identification of operational risk (e.g. risk associated with the processing and handling of information) and agreed actions to mitigate

b. Overseeing the work of the 4 boroughs Children's EDT

- Agreeing the direction and outcomes of the 4 boroughs Children's EDT
- Assisting in problem solving and resolving issues
- Receiving and reviewing performance reports
- Reviewing and evaluating the work of the 4 boroughs Children's EDT and making recommendations as appropriate
- Monitoring compliance with the 4 boroughs Children's EDT information sharing protocol

c. General

- Fulfilling those functions described in the Agreement as being the responsibility of the Executive Steering Group
4. The quorum required for the Executive Steering Group shall be one representative of each of the boroughs represented on it.
 5. The Executive Steering Group will meet monthly for the first quarter of the new service and at least quarterly thereafter.
 6. Practical arrangements to support the Executive will be reviewed from time to time, with initial agreement as follows:-
 - Secretarial support will be provided by LBR;
 - Papers will be distributed a week before each meeting;
 - Reports to the Executive should be written reports, unless of an urgent nature
 7. All decisions of the Executive Steering Group must be unanimous in order to bind the partners

**SCHEDULE 7 – OUT OF HOURS EMERGENCY CHILDREN’S SOCIAL CARE
ACCOMODATION FOR THE EDT SERVICE**

LBR shall provide accommodation for the EDT Service.

This is at the Redbridge Control Centre, 531, Ley Street, Ilford Essex IG2 7QZ