



East  
Northamptonshire  
Council

## Policy and Resources Committee – 27 September 2012

### North Northamptonshire Safety and Resilience Partnership

Purpose of report: To update members on the progress of the development of a partnership arrangement between 3 Councils in North Northamptonshire to jointly deliver the functionality and services associated with Corporate Health and Safety, Emergency Planning and Business Continuity.

#### Attachment(s)

Service Level Agreement (draft)

Equalities Impact Assessment

#### 1.0 Background

- 1.1 Officers from all of the councils in North Northamptonshire (Corby, East Northamptonshire, Kettering and Wellingborough) have been considering shared working arrangements in respect of Emergency Planning, Corporate Health and Safety and Business Continuity. These discussions were triggered following the departure of key staff particularly at ENC. This provided an opportunity for the councils to look at how they delivered these services and to consider whether there was an alternative solution which provided sufficient capacity, resilience and value for money. During the development of the project Wellingborough withdrew.
- 1.2 Historically each council had its own directly employed staff responsible for all aspects of Corporate Health and Safety. This is distinct from officers who discharge the requirements of the Health & Safety at Work Act from a regulatory perspective. The extent of the provision dependent upon whether the council retained a direct labour workforce, as is the case with KBC.
- 1.3 Business Continuity responsibility in the councils has been spread across a range of services and managers. There are no separate business continuity posts. At ENC Business Continuity previously formed part of the Member Services Manager role.
- 1.4 In respect of Emergency Planning, all of the councils contributed to a partnership arrangement with NCC until April 2011. NCC provided a range of emergency planning related services from a team based in Northampton. NCC has revised its arrangements and now offers a range of services which councils can buy into.
- 1.5 All councils continue to look at opportunities where financial savings could be made and many of the District and Borough Councils in Northamptonshire looked at the contributions they were making to the NCC Emergency Planning arrangements and considered whether this provided best value for money. Some such as CBC, ENC and KBC withdrew from the full arrangement with NCC and therefore needed to have something in place that fulfilled their Emergency Planning obligations. At ENC the duties of Emergency Planning liaison and Corporate Health and Safety had been combined, however, with the departure of this postholder ENC were faced with the need to discharge both its emergency planning obligations and its health and safety responsibilities as an employer and corporate body.

- 1.6 The approach being taken in respect of Business Continuity was fragmented and inconsistent across all three councils with the obvious synergies with emergency planning it seemed opportune to look at these arrangements at the same time.
- 1.7 Other significant underlying factors were capacity and resilience with all three councils operating with only a minimal (or in some cases no) level of service. The capacity to respond to major incidents or accidents did not exist and neither was there resilience in respect of the long term staff absence.
- 1.8 Whilst this project has been developing and since the departure of the previous postholder this council has been at risk of not being able to fulfil its statutory obligations in the event of major incidents or accidents occurring . We have relied on a combination of re-directing staff and the goodwill of our partners to react to events that have occurred. This is not sustainable. It has also meant that certain key tasks have not been undertaken including training, policy and procedural updates and some low level risk assessments and accident investigations.

## **2.0 New arrangements**

- 2.1 The team structure that has been created would cover the responsibilities of Emergency Planning, Corporate Health and Safety and Business Continuity across the three councils of CBC, KBC and ENC. In addition the partnership would buy in some elements of emergency planning functionality from NCC.
- 2.2 The team would be mainly based at the council depot in Kettering with one officer likely to remain operating from Corby. The team would be hosted and staff employed by KBC. Most of the posts have been filled from existing staff involved in Corporate Health and Safety at Kettering and Corby. No staff have been made redundant as part of this process and there were no ENC staff to accommodate within the new arrangements.
- 2.3 As there would not be any specific officer allocated to any specific site they will all, over a period of time, be trained and familiarised with all sites, thereby creating cross site and multi-function resilience.
- 2.4 The new emergency planning arrangements will see certain specific elements of the functionality continue to be provided by NCC via a separate service level agreement covering all three councils. Having an emergency planning capability that covers three councils also reduces the need to commit personnel to Local Resilience Forum meetings and ensures a consistency of approach across all three councils.
- 2.5 Having a focal point for business continuity in the team would again enable consistency of approach across the authorities and consistency with emergency planning arrangements. With both emergency planning and business continuity this provides scale and an opportunity to robustly test plans and economies associated with training.
- 2.6 In addition to the financial implications set out on the next section the partnership would provide benefits in the form of:
  - capacity (where currently for some none exists);
  - resilience of the team to respond to incidents and accommodate any staff issues;
  - consistency of approach;
  - economies of scale for training and testing;
  - the opportunity to develop the partnership into other areas if proven successful;
  - allows NCC to maintain a reasonable level of countywide support

### 3.0 Equality and Diversity implications

3.1 There are positive equality and diversity implications arising from the proposals. A copy of the equalities impact assessment for these proposals is attached.

### 4.0 Legal implications

4.1 The partnership will be governed by a Service Level Agreement between ENC, KBC and CBC. This document is currently being finalised by the Legal Teams of the respective partners. A draft copy of the SLA is attached for information.

### 5.0 Risk Management

5.1 The risks to the councils if arrangements are not in place relate to the ability to respond to critical incidents and emergencies within their localities aligned with the ability to ensure business continuity for their own operations. This proposal will reduce those risks.

5.2 The proposals contained in this report will address the risks 474,603,604 and 605 as set out the Corporate Risk Register.

### 6.0 Financial implications

6.1 The financial benefits that will be realised by the partnership are a saving of over 26% on what we have paid historically for these services and we are estimating that our annual costs for providing these services will have reduced from £48k to £33k.

### 7.0 Corporate Outcomes

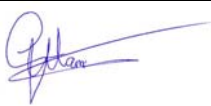
7.1 The partnership will contribute to the following Corporate Outcomes:

- Good value for money
- High quality service delivery
- Effective partnership working

### 8.0 Recommendations

8.1 It is recommended that:

1. Members note the content of the report and the associated equalities impact assessment.
2. Members delegate authority to the Chief Executive to agree any final amendments to the service level agreement and to sign the agreement on behalf of the Council.

<b>Legal</b>	Power: Health & Safety at Work etc Act 1974, Civil Contingencies Act 2004				
	Other considerations:				
<b>Background Papers:</b> None					
<b>Person Originating Report:</b> Mike Deacon, Head of Environmental Services, 01832 742060, mjdeacon@east-northamptonshire.gov.uk					
<b>Date:</b> 03 September 2012					
<b>CFO</b>		<b>MO</b>		<b>CX</b>	

DATED

of

2012

**CORBY BOROUGH COUNCIL**

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COUNCIL OF

AND

THE COUNCIL OF THE DISTRICT OF EAST NORTHAMPTONSHIRE

AND

THE BOROUGH COUNCIL OF KETTERING

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**Agreement for the Provision of a Safety and Resilience  
Partnership**

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THIS AGREEMENT is dated

2012

BETWEEN:

~~CORBY BOROUGH COUNCIL~~ of ~~Deene~~ House New Post Office Square Corby  
~~Northamptonshire NN17 1GD ('CBC')~~

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COUNCIL OF

and

THE COUNCIL OF THE DISTRICT OF EAST NORTHAMPTONSHIRE of Cedar Drive  
Thrapston Northamptonshire NN14 4LZ (~~ENDC~~)

and

~~THE BOROUGH COUNCIL OF KETTERING~~ of Bowling Green Road Kettering  
NN15 7QX ('the Host Member')

and

## INTRODUCTION

The parties to this Agreement have agreed to establish and participate in a partnership for the provision of a shared safety and resilience service ('the Service') through which various professional services will be provided (as more fully set out in schedules 1,2,2a and 3 attached hereto) in regard to (1) corporate health and safety and (2) emergency planning and (3) business continuity.

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## **AGREED TERMS**

### **1. DEFINITIONS**

1.1 For all purposes of this Agreement the terms set out below will have the meanings given to them.

“Budget” Those costs of the provision of the Service Partnership as projected by the Members [in accordance with the provisions of Clause 8](#)

[“Business Plan”](#)

“Commencement Date” means xx xxxxx 2012.

“Partnership Year” means the period of one year from 1<sup>st</sup> April until 31<sup>st</sup> March during the term of this Agreement.

“Service Partnership” means the Partnership collectively comprising the Members established pursuant to this Agreement for the provision of the Services.

“Employees” means any other employees of the Host Member who work in the Service Partnership

“Executive Board” means the executive board responsible for the overall management of the Service Partnership comprising

one officer appointed by and representing each of the Members

“Facilities” means all furniture, office equipment, telephones and other such items (excluding network infrastructure).

“Host Member” is as defined above, Kettering Borough Council

“Services” means ~~the~~ services set out in the service level agreements ~~as set out in Schedule 1, Schedule 2, Schedule 2a and Schedule 3~~ and all other associated support to enable each Member to carry out its functions and activities.

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“Members” means individually or collectively (as the case may be) the parties to this Agreement.

“Manager” means the person appointed by the Host Member with responsibility for the day to day management of the Service Partnership.

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 Use of the singular includes the plural and vice versa;

1.2.2 References to a party to the Agreement include references to the successor or assignees (immediate or otherwise) of that party;

1.2.3 The Schedules form part of this Agreement and any reference to this Agreement includes the Schedules;

1.2.4 Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.5 Any reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any enactment or re-enactment of the same.

## 2. **SERVICE PARTNERSHIP**

2.1 In exercise of their powers under Sections 101, 102, 103, 111 and 113 of the Local Government Act 1972 and all other powers enabling them in that regard the Members agree to establish and participate in joint arrangements for the provision of the Service to each Member which shall be constituted and conduct its business in accordance with the terms of this Agreement and shall be known as the Service Partnership.

2.2 The day to day management and control of the Employees subject to the direction policies and requirements of the Executive Board shall be administered by the Host Member

## 3. **THE EXECUTIVE BOARD**

3.1 The Service Partnership will be managed by ~~the~~ Executive Board.

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3.2 The Chairman of the Executive Board will initially be appointed by the Host Member and then the Chairmanship shall rotate at the beginning of each Partnership Year between the Members.

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3.3 The Executive Board will be responsible for setting the strategic goals and objectives of the Service Partnership

3.4 Ordinary meetings of the Executive Board will be held every three months at a venue which rotates between the offices of each Member one of which shall be an Annual Meeting to be held between January and March. Supplemented with regular meetings between the Manager and officers appointed by CBC, KBC and ENDC, regularity of which to be agreed between the Members,

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3.5 Any Member may convene an Extraordinary meeting of the Executive Board at any time and at a venue to be selected by the Chairman.

3.6 Not less than 14 days notice will be given to Members for Ordinary meetings and not less than 7 days notice will be given to Members for Extraordinary meetings unless (in the case of urgent business) all Members agree to shorter notice. The notice will set out the proposed business to be discussed at the meeting.

3.7 A quorum for meetings of the Executive Board will be one representative of each of the Members. When one or more representative of a Member is not able to attend the meeting for a bona fide reason then it will be permissible for that representative to be regarded as being present at the meeting if he can be contacted by telephone and take an effective part in the meeting through the use of telephone communications.

3.8 Each Member will have one vote on issues which the Chairman puts to a formal vote and issues will be determined by majority vote.

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3.9 If a representative of a Member is unable to attend a meeting of the Executive Board for any reason he may appoint a deputy to attend the meeting in his place. The deputy will be counted in the quorum and will be entitled to vote on any issue and the deputy must be in a position to provide evidence that he or she has so been appointed.

3.10 All meetings of the Executive Board will be held in private and the Members shall take steps to ensure that such meetings are fully minuted.

3.11 The Manager shall submit an annual report to the Executive Board of the activities of the Service Partnership to include details of performance financial accounts (both expenditure and capital) and such other information as the Members may require

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3.12 Each Member (through its management team or authorised senior officers) shall be entitled to audit the activities of the Executive Board in order to assess whether the Executive Board is properly fulfilling its responsibilities with regard to the overall objectives of the Service Partnership.

#### 4 **STAFFING**

4.1 The Host Member will employ the Employees (including the Manager) upon such standard terms and conditions as it shall use from time to time and the disciplinary and other employment policies of the Host Member will be applicable

4.2 The Host Member will be responsible for the recruitment of new Employees save that the Manager will be recruited by a panel comprising the Executive Board

4.3 The Host Member will determine the training and development and continuing professional development needs of the Employees

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4.4 The Executive Board shall determine the staffing complement of the Service Partnership subject to the agreement of the Members and the Host Member shall employ such Employees accordingly

4.5 At the Commencement Date the posts and scales thereof (and where known the names of the Employees) in the Service Partnership shall comprise of those as described in Schedule 5 hereof

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4.6 If applicable at the Commencement Date the Host Member will take a transfer into its employment of those persons who were immediately before the Commencement Date employed by ENDC or CBC and in taking such transfer the Host Member shall comply with the obligations imposed by the Transfer of Undertakings (Protection of Employment) Regulations 2006 as may be amended or superseded.

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4.7 All costs relating to the employment by the Host Member of the Employees (including on costs, car, broadband, mobile telephones, uniforms, recruitment, professional memberships, training and the provision of human resources services) shall be divided equally between the Members and the Host Member shall itemize the various heads of expenditure so that all Members are able to identify the heads of costs. Save that where one or more of the Members are using more or less of an equal share of the Service Partnership in regard to one or more of the service level agreements then the contribution of that Member shall be adjusted according to the percentage of usage (and for the purpose of clarification the said percentage usages

of each Member from the commencement date of this agreement are as set out in the Annual Business Plan but such percentage usages may be altered by agreement of the Management Board from time to time).

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## 5 **THE MANAGER**

5.1 The Manager will be the line manager of the Employees and

5.1.1 will be responsible for ensuring that the Service is performed in accordance with the requirements of the Executive Board and of this agreement

5.1.2 The Manager will manage the Service within the resources and Budget

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5.2 The Manager may attend all meetings of the Executive Board but will not be counted in the quorum and will not be entitled to any vote.

5.3 The Manager shall provide to the Executive Board on a quarterly basis reports on management, budgetary control, and performance reports in a form to be determined by the Executive Board.

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5.4 The Manager shall prepare an Annual Report and the annual Business Plan for approval by the Executive Board.

## 6 **ACCOMMODATION**

6.1 The Host Member shall provide suitable office and other accommodation at its Kettering offices which is reasonably required for the purpose of facilitating the provision of the Service Partnership and the Services provided thereunder and the cost to the Host Member of so providing the accommodation shall be a cost to be

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shared equally by the Members (but adjusted according to the percentage usage in the same manner as detailed at clause 4.7 above).

6.2 The accommodation may be relocated subject to the consent of all Members provided that any alternative accommodation shall be as suitable and serviced to no lower a standard than the existing accommodation provided by the ~~Host~~ Member and provided further that the reasonable costs of any such relocation including but not limited to the costs of moving furniture and equipment any conversion decorating rewiring or other similar costs and the costs of moving or re-providing any relevant computer networking facilities or equipment shall be borne by the Members equally.

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6.3 During the term of this agreement the Executive Board in consultation with the Manager shall determine whether changes are necessary to the amount of specification or location of accommodation and subject to the approval of the Members the provision of such new accommodation shall be a cost of the Service Partnership

## 7. **FACILITIES**

7.1 All Facilities used in each office of each Member prior to the formation of the Service Partnership used for the Service Partnership shall be made available to the Service Partnership at no cost to the Service Partnership and shall remain the property of that Member

7.2 Each Member shall maintain and replace as necessary such Facilities contributed by it for the use of the Service Partnership

7.3 During the term of this agreement any Facilities which are purchased by the Host Member for the joint use of the Members within the Service Partnership shall be deemed to be joint property but at the termination of the agreement such facilities shall, where practicable to do so, become the property of the Member which uses such facility and an appropriate financial adjustment shall be made whereby that Member accounts for the then residual value of such facility

7.4 Facilities acquired by the Host Member for the sole use of a Member with the agreement of the Member shall be paid for by that Member and shall be the property of that Member

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## 8. BUDGET

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8.1 The Budget for the first Partnership Year shall be that set out in Schedule 4 annexed

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8.2 The Manager shall prepare the Budget for each of the following Partnership Years in accordance with the Members' budget timetable for consideration and approval by the Executive Board, which Budget shall be subject to the approval of the Members. The Budget will be produced as part of the Business Plan.

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8.3 The Service Partnership shall not incur expenditure in excess of the the Budget as approved by the Executive Board in each Partnership Year, without the express written consent of duly authorised officers of the Members acting in accordance with their respective Constitutions.

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9. **MEMBER CONTRIBUTIONS AND ACCOUNTS**

9.1 The Members shall bear the cost of the Budget and such further sums as authorised pursuant to clause ~~8.3~~ equally unless otherwise agreed in writing and also by having regard to the percentage usage of a ~~Service and the adjustments to be made~~ therefore as detailed at clause 4.7 above.

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10. **CONTRACTUAL ARRANGEMENTS**

10.1 All contracts negotiated with third parties in relation to the provision of the Service Partnership will be entered into in the name of the Host Member acting as principal.

10.2 The Host Member will ensure that no contract is entered into in relation to the provision of the Service Partnership which:

10.2.1 commits any Member (other than the Host Member) to any contractual obligation; or

10.2.2 imposes any obligation on any Member to purchase goods or services from any particular supplier or on any particular terms without the written consent of the Member

10.3 The policies and procedures to be adopted in relation to the negotiation of contracts with suppliers or other third parties will be set and reviewed from time to time by the Executive Board

## 11. LIABILITIES

11.1 All costs and expenses within the Budget and such further sums as authorised pursuant to clause 12 in relation to the provision of the Service Partnership and its operation except for those costs in relation to the Accommodation and Facilities referred to in Clauses 6 and 7 of this Agreement will be paid by the Host Member

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11.2 If the Host Member incurs consequential liabilities arising from the necessary and proper performance of the Service then it will be entitled to recover those liabilities pro rata from the other Member unless the costs or liabilities have arisen as a result of

- a the negligence or misconduct of the Host Member or its employees
- b any breach of this Agreement by the Host Member

in which case the Host Member will be responsible for the payment of those costs expenses or liabilities

11.3 Each Member ("the Indemnifying Member") will indemnify each of the other Members for any claims, damages, losses, liabilities, costs and expenses incurred or suffered by the other Members as a result of any breach by the Indemnifying Member of any of the terms of this Agreement or the negligence of the Indemnifying Member or its employees.

## 12. OBLIGATIONS OF THE HOST MEMBER

12.1 The Host Member undertakes to all other Members that it will use reasonable endeavors to ensure that:-



12.1.1 The Employees operate and perform their obligations in accordance with the terms of this Agreement;

12.1.2 The Employees perform their duties with reasonable professional skill and care;

12.1.3 The Services are carried out in accordance with all applicable laws, regulations and codes of practice whether statutory or otherwise

### 13. TERMINATION

13.1 This Agreement will come into force on the Commencement Date and will continue until it is terminated under this Clause.

13.2 This Agreement will terminate if:-

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13.2.1 a Member gives written notice prior to the start of a Partnership Year to take effect at the end of that Partnership Year unless otherwise agreed in writing; or

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13.2.2 the Members agree to terminate it; or

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13.2.3 a restructuring of local government areas leads to the merging of the Members with each other or other statutory bodies or otherwise requires the severance of the agreement; or

13.2.4 a Member or the Host Member is in default,

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## 14. CONSEQUENCES OF TERMINATION

14.1 If the Service Partnership is terminated pursuant to clause ~~13.2~~

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14.1.1 a termination account of the assets and liabilities of the Service Partnership as at the date of termination shall be prepared and approved by the Members

14.1.2 the Host Member will pay all outstanding costs and liabilities and the other Members will pay their contribution as set out above subject to clause 14.2 when the other Members s shall be entitled to abate their contribution and set-off their losses against the contribution to be paid by the Member in breach

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14.1.3 the Members will use their best endeavors to effect an orderly winding up of the Service Partnership to include but not limited to

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14.1.3.1 ensuring that each Member has sufficient provision in place to provide the Member with the resources necessary to meet its statutory obligations that were provided for under the Service Partnership

14.1.3.2 full assistance with the transfer of any Employees to comply with the Transfer of Undertakings Employment Regulations 2006 and all other legislation directives and statutory or best practice codes. Employers of any staff transferred into the partnership will meet any redundancy and associated costs accrued up to the commencement of the agreement.

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14.1.3.3 limiting future costs claims and liabilities

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14.2 If the Service Partnership is terminated pursuant to clause 13.2.4, the Member in breach in addition to its above obligations will compensate the other Members for all losses suffered by them consequent upon the termination of the Service Partnership

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## 15. INSURANCE

15.1 The insurance of the assets used by and acquired for the provision of the Service shall be a cost of the Service Partnership

15.2 The Host Member will maintain adequate policies of insurance in relation to employers' liability and public liability in respect of the operation of the Service Partnership and the Employees, (and the cost shall form part of the Budget)

15.3 The Members will at their own cost maintain adequate policies of occupiers liability insurance

15.4 Each Member will on request supply full details of the insurance policies referred to in this clause to the Executive Board.

## 16. PARTNERSHIP/AGENCY

16.1 Nothing in this Agreement is intended to or shall operate to:-

16.1.1 create a business partnership between the Members of the nature contemplated by the Partnership Act 1890 and like legislation;

16.1.2 authorise any Member to act as agent for any other Member;

16.1.3 authorise any Member to act in the name of or on behalf of or otherwise bind any other Member in any way

## 17. **ASSIGNMENT**

17.1 No Member shall assign, transfer or deal in any other manner with this Agreement or any of its rights under it, nor sub-contract any or all of its obligations under this Agreement.

## 18. **HEALTH AND SAFETY**

Each Member in the performance of the terms of this agreement shall have regard to and comply with all health and safety legislation, regulations and codes of practice that are applicable.

## 19 **VALUE ADDED TAX**

The Host Member in the performance of the terms of this agreement shall take reasonable steps to ensure that where possible, any expenditure that is incurred is arranged so that it is efficient with regard to the payment of Value Added Tax and that other Members shall provide assistance to the Host Member, where applicable, to achieve this outcome.

## 20. FREEDOM OF INFORMATION

Each Member is under a legal obligation to comply with requests for information for which disclosure is required under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and the Host Member acting through the Service Partnership will provide assistance to each Member when technical assistance is required to access information held electronically.

## 21. DATA PROTECTION

21.1 In relation to all Personal Data, the Members shall at all times comply with the Data Protection Act 1998 (DPA) as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with this Agreement.

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21.2 The Members shall only undertake processing of Personal Data reasonably required in connection with this Agreement and shall not transfer any Personal Data to any country or territory outside the European Economic Area.

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## 22. OMBUDSMAN, MEMBER COMMITTEES, INTERNAL AND EXTERNAL AUDIT

22.1 Members shall provide each other with all due assistance in meeting any requirements for information imposed by the Local Government Ombudsman, a committee sub-committee of a Member, or their internal or external audit

## 23. DISASTER RECOVERY

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23.1 In the event that the provision of the Service Partnership is interrupted in part or in full by any circumstances beyond the reasonable control of the Host Member or other Member then each Member will use reasonable efforts to assist in the re-establishment of the Service Partnership either by the provision of accommodation,

staff or other facilities and in such a situation the Members shall agree any financial adjustments that are appropriate.

**24. NOTICES**

24.1 Any notice given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by first class post to the Member at the address set out in this Agreement. Any such notice shall be deemed to have been received at the time of delivery (if delivered personally) or 48 hours from the date of posting (in the case of first class post).

**25. RIGHTS OF THIRD PARTIES**

25.1 No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a party who is not a party of this Agreement.

**26. LABELLING OF ASSETS**

26.1 The Executive Board shall produce a policy for identifying assets and maintaining an inventory which shall be implemented by the Service Partnership subject to such changes to policy as may be made.

**27. PAYMENT OF CONTRIBUTIONS DUE UNDER THIS AGREEMENT**

27.1 The Host Member will request the contribution from each Member annually for all costs incurred under this agreement for which other Members and that request will be made on or about the 14<sup>th</sup> day of XXXX and that payment of request shall be made on or about the 27<sup>th</sup> day XXXX.

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24. FOI and EIR¶  
<#>The Parties acknowledge that, as public authorities, each Party is subject to the requirements of the Freedom of Information Act 2000 (the "FOIA") and the Environmental Information Regulations 2004 (the "EIR") and shall facilitate each other Party's compliance with its information disclosure requirements pursuant to the FOIA or the EIR in the manner provided for below.¶  
<#>Where the Party receiving a Request for Information (the "Responding Party") receives a Request for Information that another Party (the "Other Party") is holding and which the Responding Party does not hold itself the Responding Party shall refer to the Other Party such Request for Information that it receives as soon as practicable and in any event within five business days of receiving a Request for Information and the Other Party shall:¶  
<#>provide the Responding Party with a copy of all such Information in the form that the Responding Party requires as soon as practicable and in any event within ten business days (or such other period as the Responding Party acting reasonably may specify) of the Responding Party's request; and¶  
<#>provide all necessary assistance as reasonably requested by the Responding Party in connection with any such Information, to enable the Responding Party to respond to a Request for Information within time for compliance set out in section 10 of the FOIA or Regulation 5 of the EIR.¶  
<#>Following notification under Clause 24.2, and up until such time as the Other Party has provided the Responding Party with all the Information specified in Clause 24.2.1, the Other Party may make representations to the Responding Party as to whether or not or on what ... [1]

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**28. DEVELOPMENT OF SERVICE PARTNERSHIP AND SERVICE PARTNERSHIP SERVICE**

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28.1 The Members agree that the Service Partnership shall work towards fulfillment of any new requirements that may be added by the agreement of all Members to the various service plans as attached hereto as may be varied from time to time by the Executive Board with the consent of the Members.

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**29 DISPUTE RESOLUTION**

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**29.1 Consultation**

29.1.1 Any dispute or difference concerning this Agreement shall be first referred to a meeting of each of the Members involved in the dispute. The Members agree to discuss and, in good faith, attempt to resolve any such dispute or difference in accordance with the spirit of partnering.

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29.1.2 If the dispute or difference is not resolved by consultation under clause 30.1.1, it shall be referred to Director level of each of the Members involved in the dispute. The Directors will meet, and in good faith, attempt to resolve any such dispute or difference.

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29.1.3 If the dispute or difference is not resolved by consultation at Director level under clause 30.1.2, it shall be referred to Chief Executive level of each of the Members involved in the dispute. The Chief Executives will meet, and in good faith, attempt to resolve any such dispute or difference.

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31. **LAW**

31.1 This Agreement shall be governed by English law.

IN WITNESS thereof this Agreement was executed the day and year above written.

THE COMMON SEAL OF THE COUNCIL OF )  
 THE DISTRICT OF EAST NORTHAMPTONSHIRE )  
 Was hereunto affixed in the presence of:- )  
 Chairman )  
 Chief Executive )

THE COMMON SEAL OF THE COUNCIL OF THE )  
 THE BOROUGH OF KETTERING )  
 Was hereunto affixed in the presence of:- )  
 Chairman )  
 Chief Executive )

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THE COMMON SEAL OF CORBY BOROUGH COUNCIL )  
 Was hereunto affixed in the presence of:- )  
 Chairman )  
 Chief Executive )

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## SCHEDULE 1

### Corporate Health and Safety

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#### Introduction

The agreement is based upon the recognised joint requirement of all the Members to have systems and structures in place which actively protect the health and safety of the employees of the Members and other people affected by their activities and is referred to in the Service Partnership agreement made between the Members and which is dated xxxxxx 2012.

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In entering into this agreement the Members recognise the need to operate this agreement for the primary purpose of achieving the safety of persons affected by their undertakings and to comply with legislative requirements. This agreement does not constitute a transfer of any legal responsibility between any of the Members, but is intended as a vehicle to allow sharing of resources between Members, to provide a better, more cost effective way of managing corporate health & safety.

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#### Service Provision

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This agreement relates to the provision of a Corporate Health and Safety service, providing management systems, monitoring and advice for the Members.

In applying the elements of the agreement there is a need to recognise that a flexible approach will be required to achieve the objectives set out in this agreement. There is also a recognition that systems and procedures currently in place and used by the separate Members will need to become consolidated into a single best practice system used by all the Members in order to achieve some of the aims of the Service Partnership.

The Host Member agrees to supply the functions as described below, however this agreement allows for any of the Members to provide any or all parts of this Service with the agreement of the other Members, or to outsource any or part of the Service with the agreement of the Members (in heavy workload periods or emergencies)

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The Members will remain responsible for the line management of health and safety and for the implementation of advice from the health and safety service provided via the Service Partnership agreement.

#### Performance monitoring

Members will monitor performance e.g. KPI's monthly, based on the Business Plan annually agreed by the Executive Board. The Manager will prepare the annual Business Plan and monthly performance reports for consideration and approval by the Executive Board..

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#### Service specification

The Service Partnership shall co-ordinate, enable, support and advise the Members' service managers to :

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Provide and maintain a documented Health and Safety Policy for each Member, available to each Member.

Provide and maintain written assessments for significant risks to health, safety and fire.

Provide and maintain management systems for the provision of health and safety for adoption by each Member. These should include

- violence at work alert/monitoring systems
- workplace monitoring for line managers
- noise at work monitoring
- asbestos monitoring/controls
- contractor monitoring and assessment of policies
- permit to work systems
- safety of equipment (PUWER)
- safety of materials (COSHH)
- PPE
- legionella controls and surveys
- accident reporting and investigation
- permits to work
- fire safety systems
- or any other significant risk or legal requirement that requires line managers to have a system to monitor or manage.

In each of the cases above provide or organise technical advice, assessment or monitoring where required by the systems.

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Undertake health screening assessments and monitoring including DSE assessments

For each Member prepare audit and inspection plans of systems, processes, equipment and premises based upon a risk priority and carry out the resulting audits etc.

Provide a risk based accident and complaints investigation policy and system and undertake interventions as required by the system.

Prepare and present reports for managers and Members on general health and safety performance or on specific incidents or requirements for health and safety.

Liaise with employees to meet the legislative information requirements and with employees, managers and their representatives on particular instances.

Provide technical support, reports and attend meetings of any safety committee of a Member.

Provide health and safety information and critical updates for managers and staff and implement any legislative changes in co-operation with managers.

Provide and implement a risk based employee health and safety training programme.

Liaise with external inspectors and auditors and facilitate any visits or information requirements.

## **SCHEDULE 2**

### **Emergency Planning**

#### **Introduction and Parties:**

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This document constitutes the service level agreement between Northamptonshire County Council and the Members for NCC to undertake various emergency planning activities for and on behalf of the Members.

This agreement reflects a view shared by NCC and the Members on the importance of being able to provide an effective and coordinated response to emergencies, and that in some areas this is best achieved through the development of shared capabilities. Nothing in this agreement absolves or transfers any of the Members' or NCC's responsibilities under the Civil Contingencies Act 2004.

#### **Service Provision:**

This agreement relates to the provision of a core response capability intended to meet the immediate needs of those affected and ensure the timely and effective mobilisation of local authority resources to respond to and recover from any emergency.

This agreement describes the key elements of the service to be provided, however it is recognised by NCC and the Members that there needs to be an element of flexibility in order to respond to incidents and emerging issues as well as any changing priorities of the parties to this agreement.

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Under this agreement NCC will be funded by the Members to provide a shared emergency planning service which works to deliver the following functions :

- Maintain Emergency Planning Duty Officer cover at all times
- Act as a single point of contact for emergency services to contact the Members in the event of an emergency
- Undertake the initial alerting and mobilisation of resources of the Members to respond to incidents including triggering the activation of more structured response arrangements.
- Develop, maintain and mobilise support from voluntary organisations to assist the Members in providing support to affected communities
- Ongoing and routine monitoring to identify potential threats and make recommendations on the need to proactively deploy resources or initiate any precautionary response
- Coordinate the sharing of Information held by the Members to improve the situational awareness of all affected Members
- Providing situation reports and threat assessments during an incident or imminent threat, including the provision of relevant advice on pre-planned tactical options
- Undertake initial incident liaison with other responder agencies until more formalised multi-agency response systems are established
- Manage the response to Small Scale Incidents where it is within the capability and authority of the Emergency Planning Team to do so
- Support the response to large scale Incidents to the extent that resources allow
- Train local responders in basic principles of multi-agency response arrangements
- Identify and maintain a database of providers of additional resources and capabilities
- Maintain arrangements to establish and run emergency reception centres, including
  - The identification and survey of potential centres

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- Obtaining and Maintaining a database of key holder and callout details for the designated reception centre locations
- Training those staff and volunteers required to effectively run the centres
- Coordinate the activation and management of reception centres during an incident
- Provide ongoing support to the running of reception centres while suitable longer term alternatives are developed.

The activities described above reflect the core of this agreement however these are subject to variation with agreement of the Members and NCC (through designated liaison officers)

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Where resources allow, additional work will be undertaken to improve shared local authority response arrangements or to support the ongoing work programme of the Local Resilience Forum. This is reflective of an agreed approach that wherever practical the Members and NCC will work together to achieve better response outcomes for Northamptonshire communities.

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## SCHEDULE 2a

### Service Level Agreement – Emergency Planning

#### Introduction

This document represents agreement between ‘the Members’ for the undertaking of various emergency planning activities on behalf of the Members through this service level agreement which is authorised by a Service Partnership agreement made by the Members and which is dated xxxx 2012 and supplementary to those activities set out in Schedule 2.

#### Service Provision

This agreement works in tandem with the service level agreement with Northamptonshire County Council (‘NCC’) ([schedule 2](#)) and relates to the provision of an emergency planning function that will work in conjunction with the service provided by NCC.

This document describes the key elements of the service to be provided, however it is recognised by all parties that there needs to be an element of flexibility in order to respond to incidents and emerging issues as well as any changing priorities of each of the Members to this agreement.

In supporting this arrangement there are a number of responsibilities and expectations that remain wholly with each of the Members and it is these matters which are to be provided for under this agreement. These include:

- Developing and maintaining arrangements for the Partners services to effectively respond to and recover from emergencies.
- Developing and maintaining internal business continuity arrangements
- Maintaining an internal alert cascade, and providing details for triggering this to the NCC Emergency Planning Team
- Designating a liaison officer to work with the Emergency Planning Team on a routine basis to ensure work is effectively joined up.
- Identifying and Training staff to undertake emergency response roles for the Members (not including reception centres)
- Identifying and allocating staff to support shared response capabilities including the staffing of emergency reception centres
- Making arrangements to pay for additional costs incurred during the response to an incident which would rightly be incurred by the Member.
- Making provision to support the ongoing work and priorities of the Local Resilience Forum

It is these identified functions of the Members that this agreement has been created to address but this is not an exhaustive list and matters can be added or omitted by agreement of the Members when it is necessary to do so.

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This agreement reflects a view shared by each of the Members on the importance of being able to provide an effective and coordinated response to emergencies, and that in some areas this is best achieved through the development of shared capabilities. Nothing in this agreement absolves or transfers any of the Members’ responsibilities under the Civil Contingencies Act 2004 or any regulations made thereunder or enacted thereafter.¶

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**SCHEDULE 3**

**-Business Continuity**

**Introduction**

This agreement is based upon the recognised joint requirement of all the Members to have systems and structures in place which actively support business continuity for the Members and other people affected by their activities.

In undertaking this agreement the Members recognise the need to operate this agreement for the primary purpose of achieving the continuity of business affected by their undertakings and to comply with legislative requirements. This agreement does not constitute a transfer of any legal responsibility between any of the Members, but is intended as a vehicle to allow sharing of resources between Members, to provide a better, more cost effective way of managing business continuity.

**Service Provision**

This agreement relates to the provision of a Corporate business continuity service providing management systems, monitoring and advice for the Members.

In applying the elements of the agreement there is a need to recognise that a flexible approach will be required to achieve the objectives set out in this agreement. There is also a recognition that systems and procedures currently in place and used by the separate Members will need to become consolidated into a single best practice system used by all the Members in order to achieve some of the aims of the Service partnership.

The Members will remain responsible for the line management of business continuity and for the implementation of advice from the business continuity service supplied via the Service Partnership agreement.

**Performance monitoring**

Members will monitor performance e.g. KPI's monthly , based on the Business Plan annually agreed by the Executive Board. The Manager will prepare the annual Business Plan and monthly performance reports for consideration and approval by the Board..

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**Service Specification**

The Service Partnership shall:

1. Provide and maintain a documented Business Continuity Policy for each Member, available to each Member.
2. Facilitate and support the Members Business Continuity programme, ensuring that Business Continuity Plans are developed, reviewed, validated and challenged across the partnership, working where possible to meet or exceed the appropriate standards (BS25999) and relevant good practice guidelines
3. To prepare corporate wide business continuity arrangements that effectively address relevant cross service risks and issues, including maintaining the business continuity SOP and the corporate critical incident plan.
4. To work with partner agencies, in particular health, to address those risks and issues which would present a significant business continuity issue for the Members
5. Develop and apply evaluation processes to review the effectiveness and quality of the Members' Business Continuity Programme, provide management reports and take appropriate corrective action whenever quality standards are not achieved.
6. To undertake other work and projects as required to enhance the business continuity arrangements and resilience of the Members'
7. To explore and develop opportunities for commercial activity in relation to the work of the business continuity service provided via the Service Partnership agreement referred to above.
8. Initiate and maintain a wide range of positive professional relationships with colleagues, internal and external service users to deliver the service to required standards
9. Contribute to research, project planning and project implementation in support of service area business plans
10. Produce a wide range of more detailed complex or specialist documents sometimes initiating change, and where appropriate, provide guidance to in the production of documents to support efficient service delivery
11. Support the Members' response to an emergency and to co-ordinate the response of voluntary, utility, district/borough councils and other agencies, as necessary.
12. To provide a pro rota basis for a 24 hour standby duty officer system.

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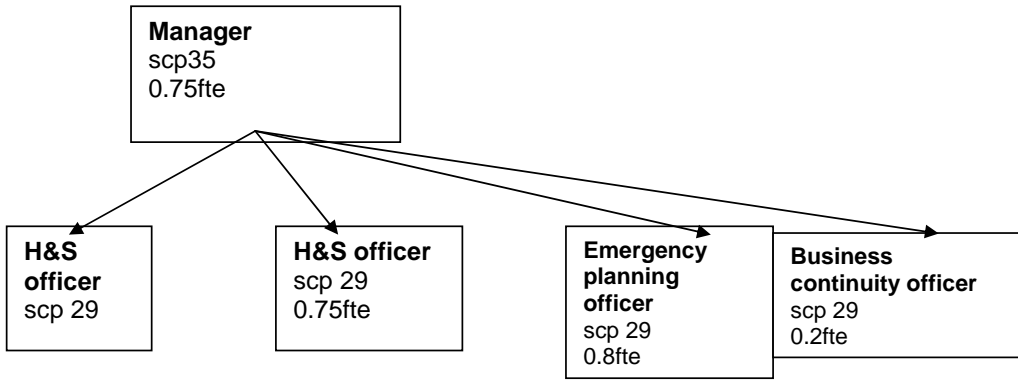
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**SCHEDULE 5**

**Team structure**



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SCHEDULE 6¶  
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PERCENTAGE USAGES OF SERVICES (AS PER CLAUSE 4.7)¶

## 24. FOI and EIR

The Parties acknowledge that, as public authorities, each Party is subject to the requirements of the Freedom of Information Act 2000 (the "FOIA") and the Environmental Information Regulations 2004 (the "EIR") and shall facilitate each other Party's compliance with its information disclosure requirements pursuant to the FOIA or the EIR in the manner provided for below.

Where the Party receiving a Request for Information (the "Responding Party") receives a Request for Information that another Party (the "Other Party") is holding and which the Responding Party does not hold itself the Responding Party shall refer to the Other Party such Request for Information that it receives as soon as practicable and in any event within five business days of receiving a Request for Information and the Other Party shall:

provide the Responding Party with a copy of all such Information in the form that the Responding Party requires as soon as practicable and in any event within ten business days (or such other period as the Responding Party acting reasonably may specify) of the Responding Party's request; and

provide all necessary assistance as reasonably requested by the Responding Party in connection with any such Information, to enable the Responding Party to respond to a Request for Information within time for compliance set out in section 10 of the FOIA or Regulation 5 of the EIR.

Following notification under Clause 24.2, and up until such time as the Other Party has provided the Responding Party with all the Information specified in Clause 24.2.1, the Other Party may make representations to the Responding Party as to whether or not or on what basis Information requested should be disclosed, and whether further Information should reasonably be provided in order to identify and locate the Information requested, provided always that the Responding Party shall be responsible for determining at its absolute discretion:

whether Information is exempt from disclosure under the FOIA and the EIR;

whether Information is to be disclosed in response to a Request for Information; and

in no event shall the Other Party respond directly, or allow its contractors to respond directly, to a Request for Information unless expressly authorised to do so by the Responding Party.

In the event of a request from the Responding Party pursuant to Clause 24.2, the Other Party shall as soon as practicable, and in any event within 5 business days of receipt of such request, inform the Responding Party of the Other Party's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Responding Party under Section 12(1) of the FOIA and the Fees Regulations. Where such costs (either on their own or in

conjunction with the Responding Party's own such costs in respect of such Request for Information) will exceed the appropriate limit referred to in Section 12(1) of the FOIA and as set out in the Fees Regulations (the "Appropriate Limit") the Responding Party shall inform the Other Party in writing whether or not it still requires the Other Party to comply with the request and where it does so require the Other Party to comply with the request the 10 Business Days period for compliance shall be extended by such number of additional days for compliance as the Responding Party is entitled to under Section 10 of the FOIA. In such case, the Responding Party shall notify the Other Party of such additional days as soon as practicable after becoming aware of them and shall reimburse the Other Party for such costs as the Other Party incurs in complying with the request to the extent it is itself entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time.

The Parties acknowledge that (notwithstanding the provisions of this Clause 24) the Responding Party may, acting in accordance with the Department of Constitutional Affairs' Code of Practice (the "Code") on the discharge of Functions of Public Authorities under Part I of the FOIA, be obliged under the FOIA or the EIR to disclose Information concerning the Other Party or the Residual Waste treatment and disposal project:

in certain circumstances without consulting with the Other Party, or

following consultation with the Other Party and having taken their views into account.

Where Clause 24.5.1 above applies the Responding Party shall, in accordance with the recommendations of the Code, draw this to the attention of the Other Party prior to any disclosure.

Where a Party receives a Request for Information in relation to Information which it does not hold but believes may be held by another Party, it shall transfer the Request for Information to the other Party, in accordance with Part III of the Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA.



## EIA Initial Screening Form – Committee decision

<b>1. Decision being taken:</b>	
<b>2. Name and Job title / role of person completing Initial Screening:</b>	Julia Smith, Commercial Health Manager
<b>3. What is the main purpose of the Service or Policy under discussion?</b>	Corporate Health and Safety, Emergency Planning and Business Continuity. These service were delivered by ENC and NCC, there has been a gap in service provision of 18 months whilst the shared service has been developed.
<b>4. List the main activities of the Service or Policy under discussion</b>	<ul style="list-style-type: none"><li>- Corporate health and safety – health and safety policies, risk assessments, training, advice and accident investigation.</li><li>- Emergency Planning – production of plans, emergency response, training and exercise and recovery.</li><li>- Business Continuity – ensure key services are resilient and planned, advice and training.</li></ul>
<b>5. Who are the main beneficiaries of the Service or Policy under discussion?</b>	East Northamptonshire Council, employees, public and businesses.
<b>6. How is the success of the Service or Policy under discussion measured?</b>	Through audit, compliance information, numbers of accidents, response to emergencies and preparedness.
<b>7. Are equality monitoring systems for the Service or Policy under discussion in place?</b>	No

**8. Use the following table to indicate using a ✓:**

- a) Where you think that the decision being taken could have a positive impact on any of the groups or contribute to promoting equality of opportunity or improving relations within equality groups.
- b) Where you think that the decision being taken could have a negative impact on any of the equality groups i.e. it could disadvantage them.
- c) Where you think that the decision being taken could have a neutral impact on any of the equality group i.e. no impact

Equality Group	Positive Impact	Negative Impact	Neutral Impact	Reason
<b>Gender:</b>				
Women/Girls			✓	
Men/Boys			✓	
Transgender people			✓	
<b>Sexual Orientation:</b>				
Lesbians, gay men and bisexuals			✓	
<b>Race/Ethnicity:</b>				
White British people			✓	
White non-British people (including Irish people)			✓	
Asian or Asian British people			✓	
Black or Black British people			✓	
People of mixed heritage			✓	
Chinese people			✓	
Travellers (Gypsy/Roma/Irish heritage)			✓	
People from other ethnic groups			✓	
People who do not have English as their first language			✓	

Equality Group	Positive Impact	Negative Impact	Neutral Impact	Reason
<b>Disability:</b>				
Physical impairment, e.g mobility issues which mean using a wheelchair or crutches.	✓			The groups are recognised to be more vulnerable in cases of emergency, and as a group the impact would be greater if the authority did not meet its responsibilities. Through the provision of the new and enhanced service these groups will be more protected in these circumstances. With health and safety the same applies but to a lesser extent than emergency planning.
Sensory impairment, e.g blind/having a serious visual impairment, deaf/having a serious hearing impairment.	✓			
Mental health condition, e.g depression or schizophrenia	✓			
Learning disability/difficulty, e.g. Down's syndrome or dyslexia, or cognitive impairment such as autistic spectrum disorder	✓			
Long-standing illness or health condition, e.g. cancer, HIV. Diabetes, chronic heart disease or epilepsy	✓			
Other health problems or impairments ( <i>please specify if appropriate</i> )	✓			
<b>Age:</b>				
Older People (60+)	✓			As above.
Children and Young People (see guidance for definition)	✓			
<b>Religion/Belief:</b>				
Christian			✓	
Buddhist			✓	
Hindu			✓	
Jewish			✓	
Muslim			✓	
Sikh			✓	

Equality Group	Positive Impact	Negative Impact	Neutral Impact	Reason
Other religion (including holding no belief)			✓	
<b>Other Potentially Affected Groups</b>				
Rural Isolation - People who live in rural areas e.g isolated geographically, lack of internet access	✓			As above
Socio-economic Exclusion – e.g. people who are on benefits, have low educational attainment, single parents, people living in poor quality housing, people who have poor access to services, the unemployed or any combination of these and the other protected strands	✓			
Any other potentially affected groups ( <i>please specify</i> )			✓	
<b>9. If you have indicated that there is a negative impact on any group:</b>				
a) Is that impact against legislation?	Yes		No	
b) What is the level of impact?	High		Low	
10. Could you minimise or remove any negative impact that is of low significance?	No			
11. Could you improve a positive impact of the decision?	This decision will provide an enhanced service which will assist in ensuring those people with protected characteristics will benefit from a fully functioning emergency planning service and from an effective approach to corporate health and safety. By undertaking these services in an integrated way and ensuring we meet our legal obligations we are ensuring those people who may be affected by disasters, our organisations activities and use of our services are protected as far as is practicable.			



Equality Group	Positive Impact	Negative Impact	Neutral Impact	Reason
12. If there is no evidence that the decision promotes equality of opportunity or improved relations, could it be adapted so that it does?	No			
Head of Service signature				
<b>Date of Initial Screening:</b>				

**NOTE**

If a negative impact has been highlighted and it is possibly discriminatory and not intended and/or of high impact you must complete a Full EIA.

If not, you should still consider if completing a Full EIA would be helpful in making a thorough assessment.

**Full EIA Assessment Form**

14. Looking back at the Initial Screening Form, in what area(s) are there concerns that the decision being taken could have a negative impact?  (✓ all that apply)	
Gender:	
Sexual orientation:	
Race/Ethnicity	
Disability:	
Age	
Religion/Belief	
Rural isolation	
Socio-economic exclusion	



Any other affected groups:	
15. Summarise the likely negative impacts:	
16. What consultation on this decision has already taken place with groups/individuals from equality target groups?	
17. What does it indicate about the negative impact of this decision?	
18. What consultation will be conducted/is planned on this decision with equality target groups?	
<b>19. Once this consultation activity has taken place, indicate the outcomes:</b>	
20. What consultation on this decision has already taken place with staff - including those that have, or will have direct experience of implementing the Policy?	
21. What does it indicate about the negative impact of this decision?	
22. What consultation will be conducted/is planned on this decision with staff?	
<b>23. Once this consultation activity has taken place, indicate the outcomes:</b>	
24. What relevant research/data/reports concerning the equality target groups have been used in the planning of this decision and what does it tell us about the negative impact?	
25. What research concerning the equality target groups needs to be conducted in relation to this decision?	

<b>26. Once this has been carried out, what does it tell us about the negative impact?</b>	
27. If there are any research gaps, are there any experts/relevant groups that can be contacted to obtain views and evidence on the issues?	
<b>28. Once they have been contacted, what information have we found out?</b>	
29. Is it important that we conduct/commission specific research on this issue? Explain the research required:	
30. If we need to conduct /commission research what are the likely timescales and resource implications / costs involved?	
31. If you require further information, what will you do in the interim to address the negative impact?	
<b>32. List the changes that have been identified which will ensure that the negative impact is addressed:</b>	
<b>33. Have you introduced changes you planned, with any necessary training?</b>	Give details :
<b>34. Does everyone involved in implementing the decision know and understand what you have done?</b>	
<b>Now complete the action planning form which will detail the changes that need to be made to this decision.</b>	



## Equality Impact Assessment Action Plan

Action identified	Key activity	How will we know this has been achieved? (measures, milestones and dates)	Officer responsible	Quarterly progress update

<b>Planned date for next EIA exercise</b>	
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