

# Public Document Pack



EastMidlandsSharedServices

## **EAST MIDLANDS SHARED SERVICES JOINT COMMITTEE**

**Date:** Monday, 24 September 2018

**Time:** 10.30 am

**Place:** Gartree Committee Room - County Hall, Glenfield, Leicestershire, LE3 8RB

**Members are requested to attend the above meeting on the date and at the time and place stated to transact the following business**

**Candida Brudenell**  
**Corporate Director for Strategy and Resources**  
**Nottingham City Council**

**Chris Tambini**  
**Director of Corporate Resources**  
**Leicestershire County Council**

**Constitutional Services Officer:** Catherine Ziane-Pryor **Direct Dial:** 0115 8764298

## **AGENDA**

## **Pages**

- |          |   |         |
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| <b>1</b> | <b>APOLOGIES FOR ABSENCE</b>  |         |
| <b>2</b> | <b>DECLARATIONS OF INTERESTS</b>  |         |
| <b>3</b> | <b>MINUTES</b><br>Of the meeting held on 25 May 2018 (for confirmation)   | 3 - 6   |
| <b>4</b> | <b>EAST MIDLANDS SHARED SERVICES DATA PROCESSING AGREEMENT</b><br>Report of the Head of East Midlands Shared Services | 7 - 18  |
| <b>5</b> | <b>BUSINESS CONTINUITY PLAN</b><br>Report of the Head of East Midlands Shared Services                                | 19 - 22 |
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<b>7</b>	<b>EXCLUSION OF THE PUBLIC</b> To consider excluding the public from the meeting during consideration of the remaining items in accordance with Section 100A(4) of the Local Government Act 1972 on the basis that, having regard to all the circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information by virtue of Paragraph 3 of Part 1 of Schedule 12A of the Act.	
<b>8</b>	<b>EXEMPT MINUTES</b> Of the Exempt section of the meeting held on 25 May 2018 (for confirmation)	25 - 30
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**ALL ITEMS LISTED 'UNDER EXCLUSION OF THE PUBLIC' WILL BE HEARD IN PRIVATE. THEY HAVE BEEN INCLUDED ON THE AGENDA AS NO REPRESENTATIONS AGAINST HEARING THE ITEMS IN PRIVATE WERE RECEIVED**

**IF YOU NEED ANY ADVICE ON DECLARING AN INTEREST IN ANY ITEM ON THE AGENDA, PLEASE CONTACT THE CONSTITUTIONAL SERVICES OFFICER SHOWN ABOVE, IF POSSIBLE BEFORE THE DAY OF THE MEETING**

CITIZENS ARE ADVISED THAT THIS MEETING MAY BE RECORDED BY MEMBERS OF THE PUBLIC. ANY RECORDING OR REPORTING ON THIS MEETING SHOULD TAKE PLACE IN ACCORDANCE WITH THE COUNCIL'S POLICY ON RECORDING AND REPORTING ON PUBLIC MEETINGS, WHICH IS AVAILABLE AT [WWW.NOTTINGHAMCITY.GOV.UK](http://WWW.NOTTINGHAMCITY.GOV.UK). INDIVIDUALS INTENDING TO RECORD THE MEETING ARE ASKED TO NOTIFY THE GOVERNANCE OFFICER SHOWN ABOVE IN ADVANCE.



## **EAST MIDLANDS SHARED SERVICES JOINT COMMITTEE**

**MINUTES of the meeting held at Executive Committee Room - County Hall, Glenfield, Leicestershire, LE3 8RB on 25 May 2018 from 12.35pm-12:40pm and 12.50pm-1.51pm**

### **Leicestershire County Council (LCC)** (✓ indicates present)

- Councillor Byron Rhodes (Chair)
- ✓ Councillor Richard Shepherd
- ✓ Councillor Ivan Ould (substitute)

### **Nottingham City Council (NCC)**

- ✓ Councillor Dave Liversidge (Vice-Chair) (minutes 7-11 inclusive)
- ✓ Councillor Toby Neal

### **Officers and Others Present**

Lucy Littlefair	-	Head of East Midlands Shared Services (EMSS)
Chris Tambini	-	Director of Corporate Resources (LCC)
Penny Wilkinson	-	Head of Finance Service Centre (EMSS)
Sara Smith	-	Finance Business Partner (LCC)
Jill Turner	-	Business Development Manager (EMSS)
Laura Pattman	-	Strategic Director of Finance (NCC)
Catherine Ziane-Pryor	-	Governance Officer (NCC)

### **Call-in**

Unless stated otherwise, all decisions are subject to call-in and cannot be implemented until Thursday 7 June 2018.

## **1 APPOINTMENT OF TEMPORARY CHAIR**

In the absence of the Chair, Councillor Byron Rhodes, and the Vice-Chair, Councillor Dave Liversidge, Councillor Toby Neal was appointed temporary Chair.

## **2 APOLOGIES FOR ABSENCE**

Councillor Byron Rhodes - on personal business (Councillor Ivan Ould substituting)  
Councillor Dave Liversidge – for lateness due to other Nottingham City Council business

## **3 DECLARATIONS OF INTERESTS**

None.

## **4 MINUTES**

The minutes of the meeting held on 18 December 2017 were confirmed as a true record.

**5 EXCLUSION OF THE PUBLIC**

**RESOLVED** to exclude the public from the meeting during consideration of the remaining items in accordance with section 100a(4) of the Local Government Act 1972 on the basis that, having regard to all the circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information, as defined in Paragraph 3 of Part 1 of Schedule 12A to the Act, in so far as the following reports contain information of a sensitive business nature.

**6 ADJOURNMENT OF MEETING**

**RESOLVED** to adjourn the meeting until 12.50pm.

**7 MEETING RECONVENED**

The meeting reconvened at 12.50pm with Councillor Dave Liversidge, Vice-Chair, taking the Chair.

**8 EXEMPT MINUTES**

The exempt minutes of the meeting held on 18 December 2017 were confirmed as a true record and signed by the Chair.

**9 ANNUAL REPORT 2017/18**

Lucy Littlefair, Head of East Midlands Shared Services, presented the report which updates members of the Committee on the activity, achievements and challenges during the final quarter of the year and the entire financial year 2017/18.

Further details on the performance of the Finance Service Centre were provided by Penny Wilkinson, Head of the Finance Service Centre.

This decision is not subject to call-in.

**RESOLVED** to approve the recommendations as set out in the report.

Reasons for decision

As set out in the report.

Other options considered

As set out in the report.

**10 EAST MIDLANDS SHARED SERVICES 2017/18 BUDGET OUTTURN AND 2018/19 - 2021/22 BUDGET**

Sara Smith, Finance Business Partner, presented the report which informs members of the financial performance of the EMSS and proposes a budget and medium-term financial plan for 2018/19 to 2019/20.

This decision is a Key Decision for which appropriate Public Notice has been issued. The decision is subject to call-in.

**RESOLVED to approve the recommendations as set out in the report.**

Reason for decision

As set out in the report.

Other options considered

As set out in the report.

**11     EAST MIDLANDS SHARED SERVICES STRATEGIC PRIORITIES UPDATE  
2018/19**

Lucy Littlefair, Head of EMSS, presented the report on current and proposed strategic priorities.

This decision is subject to call-in.

**RESOLVED to approve the recommendations as set out in the report.**

Reason for decision

As set out in the report.

Other options considered

As set out in the report.

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**EAST MIDLANDS SHARED SERVICES JOINT COMMITTEE**  
**24 SEPTEMBER 2018**

<b>Subject:</b>	East Midlands Shared Services Data Processing Agreement		
<b>Corporate Director(s)/ Director(s):</b>	Laura Pattman – Strategic Director of Finance, Nottingham City Council (NCC) Chris Tambini – Director of Corporate Resources, Leicestershire County Council (LCC)		
<b>Report author and contact details:</b>	Jill Turner – Business Development Manager East Midlands Shared Services 01163055308      Jill.turner@emss.org.uk		
<b>Key Decision</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Subject to call-in</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Summary of issues (including benefits to citizens/service users):</b>  This report seeks approval to sign an interim Data Processing Agreement between the two Councils			
<b>Recommendation(s):</b> The EMSS Joint Committee is requested to:			
1 Review and approve the attached agreement (appendix A) and authorise the EMSS sponsors to sign on behalf of their respective Councils.			

**1. REASONS FOR RECOMMENDATIONS**

- 1.1. To reassure Joint Committee that there are appropriate controls in place for the correct handling of data.
- 1.2. To ensure that there is a GDPR compliant agreement between the two councils whilst work is completed on the review of the EMSS Partnership Agreement as part of the Fit for the Future Programme.

**2. OTHER OPTIONS CONSIDERED IN MAKING RECOMMENDATIONS**

- 2.1 To rely on the existing Information Sharing Agreement or to bring forward the work on reviewing the Partnership Agreement. The legal advice from both councils is that

the use of a data processing agreement is best way to ensure GDPR compliance whilst the Partnership Agreement is being reviewed.

### **3. BACKGROUND**

- 3.1 This report will update Joint Committee on the work undertaken to ensure that information sharing protocols are in place since the General Data Protection Regulation (GDPR) came into force in May of this year.
- 3.2 The EMSS Partnership Agreement includes an Information Sharing Protocol signed in 2011 to regularise the processing and handling of data between the partners.
- 3.3 The Fit for the Future Programme includes a Governance work stream that will review the partnership agreement and ensure that it is fit for purpose going forward. Part of this work will include reviewing information governance arrangements.
- 3.4 However in the interim both partners agreed that a Data Processing Agreement (DPA) was required to ensure that EMSS was GDPR compliant.
- 3.5 The DPA has been drafted by both Council's Information Governance services and reviewed by their respective Legal Services.

### **4. FINANCIAL COLLEAGUE COMMENTS (INCLUDING IMPLICATIONS AND VALUE FOR MONEY/VAT)**

None.

### **5. LEGAL AND PROCUREMENT COLLEAGUE COMMENTS (INCLUDING RISK MANAGEMENT ISSUES, AND LEGAL, CRIME AND DISORDER ACT AND PROCUREMENT IMPLICATIONS)**

- 5.1. Legal advice has been taken from NCC & LCC's Legal Services in relation to Data Processing Agreement
- 5.2. There are no procurement implications considered to arise directly from this report
- 5.3. There are no Crime and Disorder Act implications considered to arise directly from this report.

### **6. SOCIAL VALUE CONSIDERATIONS**

- 6.1. None

### **7. EQUALITY IMPACT ASSESSMENT (EIA)**

None



**8. LIST OF BACKGROUND PAPERS RELIED UPON IN WRITING THIS REPORT  
(NOT INCLUDING PUBLISHED DOCUMENTS OR CONFIDENTIAL OR EXEMPT  
INFORMATION)**

8.1. None

**9. PUBLISHED DOCUMENTS REFERRED TO IN THIS REPORT**

9.1. General Data Protection Regulations

**10. OTHER COLLEAGUES WHO HAVE PROVIDED INPUT**

11.1 Information Governance

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2018

- (1) NOTTINGHAM CITY COUNCIL of Loxley House, Station Street, Nottingham NG2 3NG (the “Council”); and
- (2) LEICESTERSHIRE COUNTY COUNCIL of County Hall, Glenfield, Leicester, LE3 8SR (the “Provider”)

WHEREAS:

- (A) The Data Protection Legislation requires that where a Data Controller uses a Data Processor it must have a written contract (or other legal act) in place to evidence and govern their relationship.
- (B) The Parties have entered into a partnership to establish a shared service centre to carry out the processing activities as set out in Annex 1. East Midlands Shared Services (“EMSS”) provide processing support for the partner authorities, the nature of these arrangements are set out in the Partnership Agreement as well as governance (via a Joint Committee to whom control of the relevant services has been delegated) and indemnities. The agreement identifies Nottingham City Council as the ‘host authority’ which includes holding contracts on behalf of the partnership. Leicestershire County Council is the ‘employing authority’ for the staff under the control of the Joint Committee.
- (C) The Parties agree to comply with the provisions of this Agreement in respect of the Personal Data and the processing activities.

1. In this Agreement unless the context requires the following will have the meanings set out below:

<b>“Controller”</b>	has the meaning given in the Data Protection Legislation
<b>“Data Protection Impact Assessment”</b>	An assessment by the Controller of the impact of the envisaged processing on the protection of the Personal Data
<b>“Data Protection Legislation”</b>	For the periods in which they are in force in the United Kingdom, the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications

	(Lawful Business Practices)(Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Data Protection Act 2018 ,the GDPR and all applicable laws and regulations relating to processing of personal data and privacy including all applicable guidance, codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time.
<b>“Data Subject”</b>	Means an individual who is the subject of Personal Data
<b>“DPA 2018”</b>	Means the Data Protection Act 2018 which comes into force on the 25 May 2018 and any equivalent legislation amending or replacing the Data Protection Act 2018
<b>“East Midlands Shared Services”</b>	Means the shared service centre established by the two councils and managed by a Joint Committee
<b>“Employing Authority”</b>	Means Leicestershire County Council who employ the staff on behalf of the partnership
<b>“GDPR”</b>	Means (a) the General Data Protection Regulations (Regulation (EU) 2016/679) which comes into force on 28 May 2018 and (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679)
<b>“Host Authority”</b>	Means Nottingham City Council who provide financial and procurement services to Joint Committee and EMSS
<b>“Joint Committee”</b>	Means the body to which Nottingham City Council and Leicestershire County Council have delegated control of processing of transactional payroll, HR and finance activities.
<b>“Law”</b>	means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable Community right within the meaning of section 2 of the European Communities Act 1972, bye-laws, regulatory policy, guidance or industry code, judgment of a relevant Court of Law, or directives or requirements of any regulatory body of which the Provider or its Staff are bound to comply.
<b>“Partnership Agreement”</b>	Means the legal arrangements for the establishment of the shared service centre and

	details the governance and relationship between the partners
<b>“Personal Data”</b>	has the meaning given in the Data Protection Legislation
<b>“Personal Data Breach”</b>	Has the meaning as set out in the Data Protection Legislation
<b>“Processor”</b>	has the meaning given in the Data Protection Legislation
<b>“Staff”</b>	means all persons employed by the Provider (including volunteers, agency, locum, casual or seconded personnel) in the provision of any services or any activity related to or connected with the provision of any services

2. The Parties acknowledge that for the sole purpose of fulfilling the data processing obligations under Annex 1 of this Agreement and the Data Protection Legislation, the Council is the Controller and the Provider is the Processor.
3. The Provider shall only process Personal Data in accordance with the Council's instructions as set out in Annex 1 (which may be amended from time to time), unless otherwise required to do so by law. Where the Provider is relying on law as the basis for processing Personal Data it shall notify the Council of this prior to any processing taking place unless that law prohibits such information on important grounds of public interest.
4. The Council will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this Agreement.
5. If required the Provider shall, prior to the commencement of any processing, provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment. Such assistance may include:
  - 5.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 5.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services being provided by EMSS;
  - 5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Provider shall notify the Council immediately if it considers any instructions from the Council to be in breach of Data Protection Legislation.
7. The Provider, in respect of any processing of Personal Data under this Agreement shall:
  - 7.1 have in place, and maintain, appropriate technical and organisational measures (which may include as appropriate encryption and pseudonymising Personal Data), reviewed and approved by the Council from time to time. Such measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data (such measures having taken into regard the nature of the data to be protected, the state of technological development and the cost of implementation);
  - 7.2 not transfer Personal Data outside of the European Economic Area unless with the prior written consent of the Council, and subject to the Council and Processor being satisfied that sufficient safeguards are in place in respect of the transfer of the Personal Data and to protect the rights of the Data Subject;
  - 7.3 advise the Council when data is due for deletion and delete on the instruction from the Council as the appropriate retention period expires or return all Personal Data (including copies of it) to the Council on termination of the Partnership Agreement which ever takes place first unless the Provider is required by Law to retain the same.
8. The Provider shall ensure that its staff:
  - 8.1 only process Personal Data in accordance with this Agreement;
  - 8.2 are aware of and comply with the Provider's duties under the Partnership Agreement;
  - 8.3 enter into and be subject to, as appropriate, confidentiality agreements with the Provider or any sub-contractor;
  - 8.4 are made fully aware of the confidential nature of the Personal Data and not to publish, disclose or divulge any of the Personal Data to a third party unless directed to do so under this Agreement;
  - 8.5 have undergone appropriate training on an annual basis in the use, care, protection and handling of Personal Data.
9. The Provider shall notify the Council within two (2) working days and shall provide full assistance and further information if it receives:
  - 9.1 a request for Personal Data from a Data Subject;

- 9.2 a request to rectify, block or erase any Personal Data;
  - 9.3 any other request in relation to the Council or Provider's obligations under Data Protection Legislation;
  - 9.4 any communication from the Information Commissioner, or regulations authority in connection with Personal Data being processed under this Agreement;
  - 9.5 a request from any third party for disclosure of Personal Data which disclosure is required by Law.
- 10. The Provider shall notify the Council without delay and in any event within 24 hours upon becoming aware of a Personal Data Breach or loss of Personal Data processed under this Agreement in order to enable the Council to report the breach to the Information Commissioner's Office within the 72 hour deadline imposed by the GDPR and to assist the Council, as directed, in the investigation, mitigation and remediation of any Personal Data Breach.
  - 11. In the event of any personal data breach the Provider shall assist the Council in issuing any notifications to data subjects.
  - 12. In the event of any action, claim, demand, expense or cost suffered or made against either Party arising out of or in connection with delegated functions then the terms of clause 15.3 of the Partnership Agreement shall apply
  - 13. The Provider shall keep and maintain accurate records and information to demonstrate compliance with its obligations under this Agreement and any additional Data Protection Legislation obligations.
  - 14. The Provider shall not appoint another processor (whether as a sub-contractor or otherwise) of Personal Data under this Agreement unless the Provider has first obtained the written consent of the Council (such consent not to be unreasonably withheld) in which case the Provider shall enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Agreement and in any event as between the Council and the Provider, the Provider shall remain liable for all acts or omissions of any sub-processor appointed by it pursuant to this clause 14
  - 15. Where the terms of this Agreement are inconsistent with the terms of the Partnership Agreement then to the extent that the inconsistency concerns the processing of Personal Data under Annex 1 then the terms of this Agreement shall prevail.

## ANNEX 1

### Data Processing Instructions


Here you must include and clearly set out the following if there will be any processing of data:

All data is collected for the sole use of:

- Recruiting NCC staff
- Providing payroll and transactional HR services for NCC and NCH
- Answering queries on the above services
- Paying invoices
- Collecting monies owed to NCC & NCH

Description:	Scope:
Subject Matter	Personal data relating to NCC & NCH employees, potential employees (NCC only) and contractors to manage its employment relationship; personal data relating to suppliers and payees to ensure payment of invoices and monies owed and personal data relating to debtors of the Council to enable the collection of monies owed.
Duration:	Ongoing
Nature and Purpose of the Processing	<p>The personal data needs to be processed to allow staff to enter into an employment contract with NCC &amp; NCH and to meet its obligations under the employment contract.</p> <p>Data is processed to:</p> <ul style="list-style-type: none"><li>▪ Run recruitment processes (NCC only)</li><li>▪ Maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of contractual and statutory rights</li><li>▪ Maintain record repository of disciplinary and grievance processes, to ensure acceptable conduct within the workplace</li><li>▪ Operate and keep a record of absence and absence management procedures, to allow effective workforce</li></ul>



	<p>management and ensure that staff are receiving the pay or other benefits to which they are entitled</p> <ul style="list-style-type: none"> <li>▪ Operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that we comply with duties in relation to leave entitlement.</li> <li>▪ Ensure effective general HR and business administration</li> <li>▪ Provide information to allow the Council to respond to legal claims.</li> </ul> <p>Personal data needs to be processed for the purposes of accounts payable and accounts receivable. This data is processed to:</p> <ul style="list-style-type: none"> <li>▪ Set up suppliers and payees in Oracle (NCC only)</li> <li>▪ Process invoices for payment</li> <li>▪ Make payments and retain records of payments</li> <li>▪ Issue invoices for payment</li> <li>▪ Set up records for collection of debts</li> <li>▪ Manage payments made to the Council</li> <li>▪ Set up Direct Debits (NCC only)</li> </ul>
Type of Personal Data	 GDPR Data Audit (Working).xlsx
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers)
Plan for return and destruction of the data once processing complete	See paragraph 7.3

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**EAST MIDLANDS SHARED SERVICES JOINT COMMITTEE**  
**24 SEPTEMBER 2018**

<b>Subject:</b>	East Midlands Shared Services Business Continuity Plan	
<b>Corporate Director(s)/ Director(s):</b>	Laura Pattman – Strategic Director of Finance, Nottingham City Council (NCC) Chris Tambini – Director of Corporate Resources, Leicestershire County Council (LCC)	
<b>Report author and contact details:</b>	Jill Turner – Business Development Manager East Midlands Shared Services 01163055308      Jill.turner@emss.org.uk	
<b>Key Decision</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Subject to call-in</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Summary of issues (including benefits to citizens/service users):</b>  This report seeks approval for the EMSS Business Continuity Plan.		
<b>Exempt information:</b> The appendix to this report is exempt from publication under paragraph 3 of Schedule 12A to the Local Government Act 1972 because it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) and, having regard to all the circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.  It is not in the public interest to disclose this information because of the sensitive nature of the business affairs referred to in the report. For the avoidance of doubt, this exemption applies such that the report is exempt from publication by both Nottingham City and Leicestershire County Councils.		
<b>Recommendation(s):</b> The EMSS Joint Committee is requested to:		
1 To approve the EMSS Business Continuity Plan.		

## **1. REASONS FOR RECOMMENDATIONS**

- 1.1. To provide assurance to Joint Committee that EMSS has robust business continuity arrangements.

## **2. OTHER OPTIONS CONSIDERED IN MAKING RECOMMENDATIONS**

- 2.1 Both partners require all departments to have business continuity arrangements to ensure the uninterrupted provision of services. EMSS has worked with leads from both councils to review their approaches and requirements. The EMSS plan includes the essential elements of the partners' methodologies for business continuity planning.

## **3. BACKGROUND**

- 3.1 Business continuity planning is an important component of sound business management. EMSS has worked with colleagues from Leicestershire and Nottingham to update our business continuity plan to ensure that all aspects of our service could be made without disruption.
- 3.2 The plan contains the information that any EMSS manager would need to respond to a major incident, specific plans include:
  - Loss of a major building
  - Loss of Oracle full system
  - Loss of Oracle limited functionality
  - Loss of Email
  - Loss of telephony
  - Loss of servers / major loss or disruption of data access
  - Loss of staff
  - Loss of BACS system
- 3.3 The plan details how to respond to the specific risks identified in 3.2 as well as other non-specific issues. It contains information on how to escalate issues as well as templates to record actions taken during incidents.
- 3.4 It also includes contact details for all managers and staff, key contacts and stakeholders as well as suppliers of key systems.
- 3.5 The plan was last tested in October 2017 when an exercise was run for FSC managers based around the loss of Loxley House as a work base. The plan is next due for testing in the autumn with an exercise based at Leicestershire.
- 3.6 All managers are issued with a copy of the plan as well as key stakeholders.
- 3.7 Currently, EMSS receives its Business Continuity support from LCC's service. The Head of EMSS also sits on their Silver Response Team, receiving updates and training as appropriate.

**4. FINANCIAL COLLEAGUE COMMENTS (INCLUDING IMPLICATIONS AND VALUE FOR MONEY/VAT)**

None.

**5. LEGAL AND PROCUREMENT COLLEAGUE COMMENTS (INCLUDING RISK MANAGEMENT ISSUES, AND LEGAL, CRIME AND DISORDER ACT AND PROCUREMENT IMPLICATIONS)**

5.1. None

**6. SOCIAL VALUE CONSIDERATIONS**

6.1. None

**7. EQUALITY IMPACT ASSESSMENT (EIA)**

None

**8. LIST OF BACKGROUND PAPERS RELIED UPON IN WRITING THIS REPORT (NOT INCLUDING PUBLISHED DOCUMENTS OR CONFIDENTIAL OR EXEMPT INFORMATION)**

8.1. None

**9. PUBLISHED DOCUMENTS REFERRED TO IN THIS REPORT**

9.1. None

**10. OTHER COLLEAGUES WHO HAVE PROVIDED INPUT**

11.1 Business Continuity and Emergency Planning

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**EAST MIDLANDS SHARED SERVICES JOINT COMMITTEE**  
**24 SEPTEMBER 2018**

<b>Subject:</b>	East Midlands Shared Services Performance Report Quarter 1, 2018 / 19		
<b>Corporate Director(s)/ Director(s):</b>	Laura Pattman – Strategic Director of Finance, Nottingham City Council (NCC) Chris Tambini – Director of Corporate Resources, Leicestershire County Council (LCC)		
<b>Report author and contact details:</b>	Lucy Littlefair – Head of East Midlands Shared Services 01163056333      lucy.littlefair@emss.org.uk		
<b>Key Decision</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Subject to call-in</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Summary of issues (including benefits to citizens/service users):</b>  This report provides the Joint Committee with an update on EMSS performance for the first quarter of the current financial year			
<b>Exempt information:</b> The appendix to this report is exempt from publication under paragraph 3 of Schedule 12A to the Local Government Act 1972 because it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) and, having regard to all the circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.  It is not in the public interest to disclose this information because of the sensitive nature of the business affairs referred to in the report. For the avoidance of doubt, this exemption applies such that the report is exempt from publication by both Nottingham City and Leicestershire County Councils.			
<b>Recommendation(s):</b> The EMSS Joint Committee is requested to:			
1 Note the report.			

**1. REASONS FOR RECOMMENDATIONS**

1.1. To report on the activities and achievements for Quarter 1 in the current financial year.

**2. OTHER OPTIONS CONSIDERED IN MAKING RECOMMENDATIONS**

2.1 None as the only alternative would be not to report on performance which is a requirement of the partnership agreement.

**3. BACKGROUND**

3.1 The attached report provides a detailed overview of the activities and achievements for the first three months of 2018 / 19.

3.2 EMSS is required to present an update on operational performance to each Joint Committee.

**4. FINANCIAL COLLEAGUE COMMENTS (INCLUDING IMPLICATIONS AND VALUE FOR MONEY/VAT)**

4.1. None.

**5. LEGAL AND PROCUREMENT COLLEAGUE COMMENTS (INCLUDING RISK MANAGEMENT ISSUES, AND LEGAL, CRIME AND DISORDER ACT AND PROCUREMENT IMPLICATIONS)**

5.1. None.

**6. SOCIAL VALUE CONSIDERATIONS**

6.1. None

**7. EQUALITY IMPACT ASSESSMENT (EIA)**

7.1. None

**8. LIST OF BACKGROUND PAPERS RELIED UPON IN WRITING THIS REPORT (NOT INCLUDING PUBLISHED DOCUMENTS OR CONFIDENTIAL OR EXEMPT INFORMATION)**

8.1. None

**9. PUBLISHED DOCUMENTS REFERRED TO IN THIS REPORT**

9.1. None

**10. OTHER COLLEAGUES WHO HAVE PROVIDED INPUT**

11.1 None



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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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