

Public Document Pack

East Midlands Shared Services

Delivering quality, affordable and resilient support services to the public sector



East Midlands Shared Services Joint Committee

Date: Monday, 11 December 2023

Time: 10.30 am

Place: Ground Floor Committee Room - Loxley House, Station Street, Nottingham, NG2 3NG

Governance Officer: Catherine Ziane-Pryor **Direct Dial:** 0115 8764298

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

Malcolm Townroe
Director for Legal and Governance
Nottingham City Council

Declan Keegan
Director of Corporate Resources
Leicestershire County Council

Agenda	Pages
1 Apologies for Absence	
2 Declarations of Interests	
3 Minutes Minutes of the meeting held on 18 September 2023, for confirmation	3 - 4
4 East Midlands Shared Services Business Continuity Plan Joint report of Director of Finance (NCC) and Assistant Director of Finance, Strategic Property and Commissioning (LCC).	5 - 60
5 East Midlands Shared Services Data Processing Agreement Joint report of Director of Finance (NCC) and Assistant Director of Finance, Strategic Property and Commissioning (LCC)	61 - 70
6 Exclusion of the Public To consider excluding the public from the meeting during consideration of the remaining items in accordance with Section 100A of the Local Government Act 1972, under Schedule 12A, Part 1, on the basis that, having regard to all the circumstances, the public interest in maintaining an exemption outweighs the public interest in disclosing the information.	

7	Exempt Minutes Exempt Minutes of the meeting held on 18 September 2023, for confirmation.	71 - 76
8	East Midlands Shared Services Strategic and Performance Report - Quarter 2: 2023 / 24. Joint report of Director of Finance (NCC) and Assistant Director of Finance, Strategic Property and Commissioning (LCC)	77 - 92
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All items listed under 'Exclusion of the Public' will be heard in private. These items have been included under this section of the agenda because no representations against hearing them in private were received.

Councillors, co-optees, colleagues and other participants must declare all disclosable pecuniary and other interests relating to any items of business to be discussed at the meeting. If you need any advice on declaring an interest in an item on the agenda, please contact the Governance Officer shown above before the day of the meeting, if possible.

Citizens attending the meeting should arrive at least 15 minutes before it starts. 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: <https://www.nottinghamcity.gov.uk/your-council/about-the-council/council-meetings-decisions/recording-reporting-on-public-meetings>. Any person intending to record the meeting is requested to notify the Governance Officer shown above in advance.

East Midlands Shared Services Joint Committee

Minutes of the meeting held at LB 31-32 - Loxley House, Station Street, Nottingham, NG2 3NG on 18 September 2023 from 10.35 am - 11.15 am

Nottingham City Council (NCC)

- ✓ Councillor Audra Wynter (Chair)
- ✓ Councillor Pavlos Kotsonis

Leicestershire County Council (LCC)

- ✓ Councillor Lee Breckon (Vice-Chair)
- ✓ Councillor Peter Bedford

Colleagues, partners and others in attendance:

Susan Baum - Finance Business Partner (LCC)
 Richard Henderson - Director of Human Resources, Equality, Diversity & Inclusion (NCC)
 Simone Hines - Assistant Director Finance, Strategic Property and Commissioning (LCC)
 Shabana Kausar- Director of Finance (NCC)
 Declan Keegan - Director of Strategic Finance and Property (LCC)
 Lucy Littlefair- Head of East Midlands Shared Services
 Simon Parsons – Audit Manager (NCC)
 Jill Turner - Business Development Manager, East Midlands Shared Services
 Catherine Ziane-Pryor - Governance Officer (NCC)

Call-in

Unless stated otherwise, all decisions made by the East Midlands Shared Services Joint Committee are subject to call-in. The last date for call-in is **28 September 2023**. Decisions cannot be implemented until the next working day following this date.

12 Apologies for Absence

None.

13 Declarations of Interests

None.

14 Minutes

Subject to amending a typographical error in the attendance list, the minutes of the meeting held on 19 June 2023 were confirmed as a true record and signed by the Chair.

15 Exclusion of the Public

Resolved to exclude the public from the meeting during consideration of the remaining items in accordance with Section 100A of the Local Government Act 1972, under Schedule 12A, Part 1, on the basis that, having regard to all the circumstances, the public interest in maintaining an exemption outweighs the public interest in disclosing the information.

16 Exempt Minutes

Subject to amending a typographical error in the attendance list, the exempt minutes of the meeting held on 19 June 2023 were confirmed as a true record and signed by the Chair.

17 East Midlands Shared Services Financial Outturn Position 2023/2024 and Medium Term Financial Plan 2024/25-2027/28

Susan Baum, Finance Business Partner (LCC), presented the comprehensive report which provides an update on the financial activity and position of the Service, and outlines considerations in preparation for the EMSS budget setting process for 2024-28 financial years.

Resolved to approve the recommendations as set out in the report.

This decision is not subject to call-in.

Reasons for recommendations

- As set out in the exempt report.

Other options considered

- As set out in the exempt report.

18 East Midlands Shared Services Strategic and Performance Report - Quarter 1 2023/2024.

Lucy Littlefair, Head of East Midlands Shared Services, presented the report which provides an update on people, customer, operational and technology priorities and performance for EMSS.

Resolved to approve the recommendations as set out in the report.

Reasons for recommendations

- As set out in the exempt report.

Other options considered

- As set out in the exempt report.



**East Midlands Shared Services Joint Committee
11 December 2023**

Subject:	East Midlands Shared Services Business Continuity Plan	
Corporate Directors	Shabana Kausar – Director of Finance, Nottingham City Council (NCC) Simone Hines – Assistant Director of Finance, Strategic Property and Commissioning (LCC)	
Report author and contact details:	Lucy Littlefair – Head of East Midlands Shared Services 01163056333 lucy.littlefair@emss.org.uk	
Key Decision	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Subject to call-in <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Summary of issues (including benefits to citizens/service users): This report seeks approval for the EMSS Business Continuity Plan.		
Recommendation(s): The EMSS Joint Committee is requested to:		
1. To approve the plan		

1 Reasons for recommendations

1.1 To reassure Joint Committee that EMSS has robust business continuity arrangements.

2 Other options considered in making recommendations

2.1 None.

3. Background

3.1 Sound business continuity planning is an important component of business management. EMSS has worked with colleagues from Leicestershire and Nottingham to develop a comprehensive business continuity plan to ensure that payroll and payments to suppliers will 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, although for information governance reasons these are redacted from the version shared with Joint Committee.
- 3.5 All EMSS managers are issued with a copy of the plan.
- 3.6 The plan was last tested in November 2018 and due to be tested again in 2020, however this exercise was overtaken by the events of the Covid pandemic.
- 3.7 Work began earlier this year to devise a new format for the BCP which would be easier to use. This new format based on Microsoft Lists is currently being tested to ensure that it will be available even if LCC suffers a major IT outage.
- 3.8 The Civil Contingencies Act 2004 places on Local Authorities the duty to ensure that staff are suitably trained. In addition the recommendations from recent inquiries into the Manchester Arena Attack and the Grenfell Fire have also highlighted the need that key staff should be suitably qualified, experienced and empowered in order to fulfil their role.
- 3.9 To meet these requirements, the LCC Resilience Planning Group has approved a new, mandatory training and exercise programme for On Call Senior Managers, this includes the Head of EMSS.
- 3.10 The programme has been designed to meet a number of National Occupational Standards for Civil Contingencies and, as such, will equip participants with the knowledge to be able to respond to incidents both internally or externally in cooperation with multi-agency partners.

The sessions include:

- Resilience in Leicester, Leicestershire & Rutland
- Introduction to JESIP
- Keeping a Personal Log
- OCSM Refresher
- Bite-Size JESIP Exercises

4. Recommendation

4.1. To approve the Business Continuity Plan.

5 Finance colleague comments (including implications and value for money/VAT)

5.1 None.

6 Legal and Procurement colleague comments (including risk management issues, and legal, Crime and Disorder Act and procurement implications)

6.1 None.

7 Social value considerations

7.1 None

8 Equality Impact Assessment (EIA)

8.1 None

9 List of background papers relied upon in writing this report (not including published documents or confidential or exempt information)

9.1 None

10 Published documents referred to in this report

10.1 None

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Business Continuity Plan

If this Plan is to be invoked, please turn to [page 8, section 3, Invocation Criteria](#)

Senior Officer	Head of EMSS
BCP Champion	Business Development Manager
Copy holders name	
Copy number	
Version	March 2023 v1.15

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Data Protection Statement.

All personal data contained within this document has been collected, under the terms of the GDPR, for use in connection with Business Continuity / Incident Management purposes only.

All copies of this plan (electronic or hardcopy) are held securely, with access restricted to authorised personnel only.

It is the responsibility of the respective Document holder to ensure that the confidentiality of the Plan, and information contained therein, is maintained at all times and that the information is only used for the purpose for which the data has been collected.

Changes, Corrections or Additions.

Any changes, corrections or additions should be notified to the senior officer or BCP Champion listed on the front cover.

Note that with any changes to this document, the version number must be updated, the name revised and a new copy sent to all recipients.

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1.1 Overview

Definition of Business Continuity Management

“Business Continuity Management is a process that helps to manage the risks to the smooth running of an organisation or the delivery of a service, thus ensuring that the organisation can continue in the event of a disruption, or recover to an acceptable level of operation within an acceptable timescale.”

This plan has been developed having regard for the ISO 22301 standard for Business Continuity.



The analysis and risk assessment paperwork can be seen in appendix 9 of this plan.

During the development of Business Continuity for EMSS, we have delivered the following outcomes:

- Defined the functions of EMSS and categorised their criticality ([see section 5 page 11](#))
- Evaluated the risks to enable clear understanding of vulnerabilities ([see section 2 page 6 and analysis templates in Appendix 14](#))
- Developed strategies to mitigate/reduce the risk to EMSS vulnerabilities where possible. (see [section 2 page 6](#) and [section 6 Action plans](#) and [Action cards](#))
- Written this plan to recover from a disruptive event to including Action plans and cards utilising work arounds and alternative ways of working where applicable.
- Defined an exercise and training regime (see sections [8](#) and [9](#), page 41).

The plan is to be continually improved and maintained through the exercising program and will be reviewed annually by the EMSS BCP champion: Jill Turner.

In addition, all incidents will be logged and the resultant log will be used to aid the review of the response to the incident and the effectiveness of the plan. Capturing lessons learnt at this stage will enable continuous improvement to be made. A blank copy of the incident log is available in [appendix 9 page 54](#).

1.2 Scope of the Plan

Any incident affecting East Midlands Shared Services (EMSS) which prevents delivery of the service, including physical problems affecting either Leicestershire County Council (LCC) or Nottingham City Buildings (NCC).

Invocation of this plan, and its effectiveness, is based on the following assumptions:

1. Copies of this plan, and other related response documents are available as hard copy, or in an environment external to LCC and NCC.
2. If staff were displaced from their normal place of work, they can migrate between LCC and NCC. In addition, LCC have a specific Work Area Recovery (WAR) strategy, and decision making process, for reference if required.
3. Key decision makers, or their nominated deputy, must be available 24 x 7 x 365 on a 'best endeavours' basis.
4. Support functions, e.g. ICT, Business Continuity etc, are available to respond 24 x 7 x 365 on a 'best endeavours' basis.

2.0 Risk

Nottingham City Council and Leicestershire County Council joined resources to form EMSS to deliver HR, payroll, recruitment and finance transactional services for both Councils. The services operate out of two main sites, Loxley House in Nottingham and County Hall in Leicester.

Main risks to the operation and the risk strategies are detailed in the table below.

Risk	Treatment	Recovery timescale
Loss of building	If only one site was unavailable, all work would continue at the other site or utilise arrangements of the hosting partner. A cascade contact list has been shared to ensure that efficient contact is made with all staff. Action card written for this eventuality.	
Loss of communication (Inc. telephony & email)	Action card written for this eventuality.	1 day
Loss of IT Systems / data	Action card written for this eventuality.	1 day
Loss of Oracle	Single point of failure; risk is accepted; SAAS Oracle is responsible for DR PASS and IAAS a DR plan is in place and EMSS have had visibility of Mastek's Business Continuity plan. Action card written for this eventuality.	3 days
Loss of staff / inc. Outbreak of Infectious Disease	Identify available staff and allocate essential actions. Action cards written for this eventuality.	1 day

Business Continuity planning produces two outcomes:

- A plan to be used to enable quick proportional recovery
- A risk assessment to identify vulnerable areas so that mitigating actions can be considered.

During the initial risk assessment, the functions were split into their main activities and these activities were risk assessed against 10 generic risks:

- Loss of access to premises,
- Temporary or permanent loss of key staff or significant drop in staff numbers.
- Loss of IT networks, e-mail, intranet and internet.
- Loss of telecommunications.
- Loss of Utilities. (Water, electricity, heating / air conditioning)
- Supplier / contractor failure.
- Loss of specialist equipment.
- Loss of critical data (hard copy and electronic)
- Transport disruption or disruption to road network
- Pressure groups, demonstrations or disgruntled individuals.

2.0 Risk continued

This enabled EMSS management to understand which activities are at more risk so mitigating measures could be considered. This risk assessment can be seen in detail in Appendix 14.

The table below shows the activities which scored the highest, thereby being at greatest risk, and the mitigating measures.

No.	Activities most at risk	Mitigation
2.04	Run Payroll	<p>In the event that payroll cannot be run, a copy of the previous month's BACs file can be re-run.</p> <p>The Service Desk would be bolstered to deal with the expected increase in calls relating to incorrect pay.</p> <p>The Direct Payments Payroll has its own BCP which is attached to the action card</p>
2.07	Transfer amounts information to general ledger	Work with Finance and BSS colleagues to update the general ledger.
2.08	Produce payslips, online pdf, pay advice	Using the hierarchy, the amounts paid to staff (<i>either from the BACS file or from Oracle</i>) can be distributed to managers to cascade to individuals.
1.01	Viewed scanned image of invoice	Retrieve paper invoices from BancTec or move scanned images into another programme to open depending on the fault.
1.02	Move invoices to workflow	Manually input
1.03	Approved invoices - track invoices and make payment	Manually input and, if necessary, request alternative payment process via banking sections

This assessment will be reviewed when the plan is exercised.

3.0 Invocation Criteria

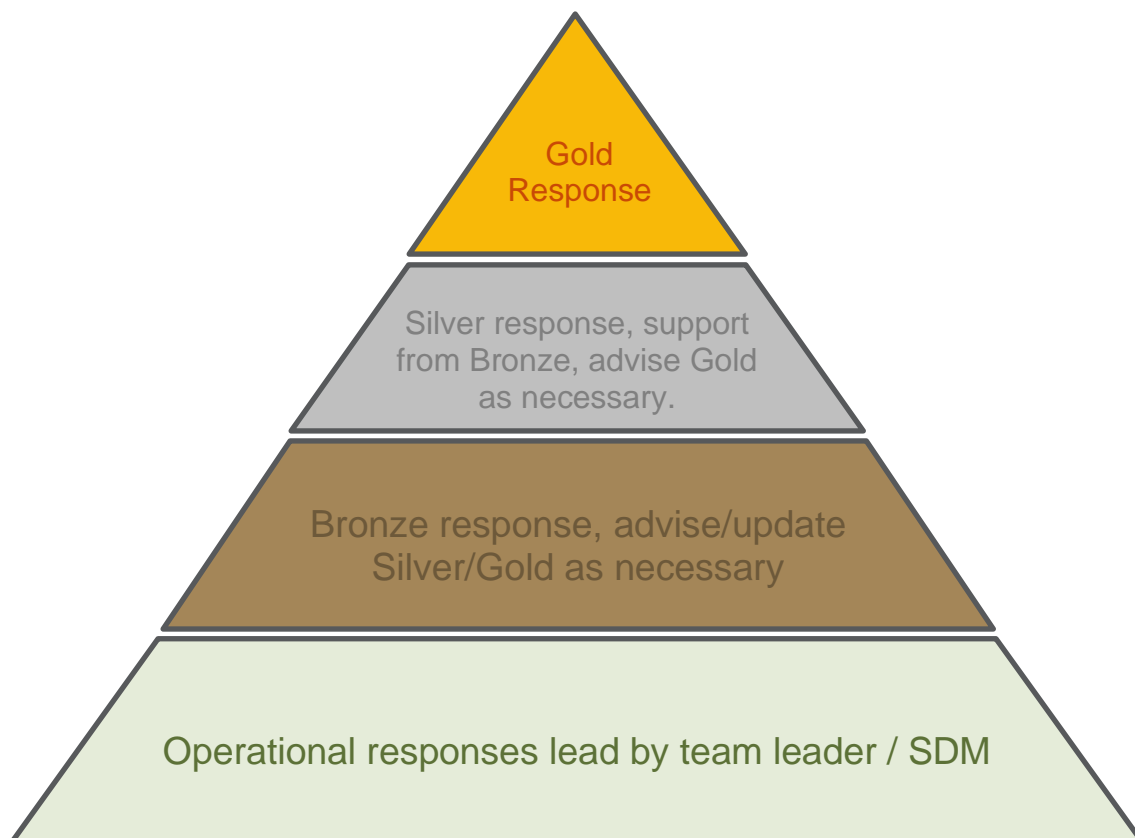
The decision to invoke the plan will be made by the most senior member of the EMSS management team who is available at the time (*day/night - at work or contactable*).

The incident itself may make the decision to invoke the plan a *fete accompli* due the reliance on IT (computing, data, and communications).

If a disruption/incident occurs follow the procedure below:

1. Inform the most senior EMSS manager available (ensure that the situation warrants calling the senior manager if the incident occurs out of hours).
2. The senior manager should use [Action Card 1](#) (page 19) and the [Invocation criteria table](#) (page 9) to decide on a course of action.
3. The senior manager will then organise the appropriate response team meeting (Gold, Silver or Bronze); decide on a suitable venue and the meetings attendees. See [Appendix 12 EMSS Incident Team Structures and Responsibilities](#) (page 57) for suggested team representation.
4. At the initial meeting, Action Plans and specific Action Cards should be used ([see section 6 page 12](#))
5. Remember all personnel involved need to maintain logs especial of any tasks, decisions and policies created or taken, especially any reasons behind action taken to deviate from the plan.
6. Continue to use the **Action Plans** and **Action Cards** as necessary throughout the incident until full recovery is obtained. Any shortcomings in the Action Plan/Cards should be recorded so that improvement can be made after incident.

Team Response diagram



Invocation Criteria (Severity and triggers)			
Timescale Definite	Timescale Possible	Severity	Likely Action / Team Response
At least a few hours	Less than a day	Low	No action, not worth invoking apart from critical functions being maintained. (See Section 5 page 11). EMSS operational response only.
<i>Example:</i>	<i>System failure for less than an hour</i>		
At least a day	Less than 2 Days	Medium	No action, not worth invoking apart from ensuring the most critical functions are maintained recovered first. (See Section 5 Functions). Monitor likely length of stoppage, if more than a day review with the options below. Consider putting workplace arrangements on Standby, Consider Timings for Supply Chains and Third Party Agreements EMSS Bronze operational response; advise/update Silver/Gold Level
<i>Examples:</i>	<i>Minor weather event Loss of singular ICT service affecting multiple teams Building related event (County Hall or Loxley House) affecting small numbers of staff/teams.</i>		
At least 2 days	Less than 5 days	High	Consider Invoking full Service BC Plan and alternative workplace arrangements if required. EMSS Silver response; support & tactical response from Bronze level advise Gold level.
<i>Examples:</i>	<i>Incident preventing EMSS delivering services Potential for regulatory breach Significant media interest / Brand and reputational damage Financial impact. Loss of ICT services or one critical system affecting multiple teams for an extended period Unable to access County Hall or Loxley House, or other large site, for less than 1/2 day.</i>		
At least a week	Months	Severe	Invoke all alternative working arrangements to ensure normal working is recovered in priority order as soon as possible. EMSS Silver/Gold response; support & tactical response from Bronze level.
<i>Example</i>	<i>Incident preventing the EMSS delivering all critical and non-critical services Highly visible public and media impact Actual regulatory breach Serious financial impact Complete loss of ICT for an indefinite period beyond 5 days County Hall or Loxley House, or other large site, inaccessible indefinitely Countywide weather event significant community disruption for more than 5 days resulting staff issues.</i>		

4.0 Business Continuity Management Team & Key Staff *(incl. roles & responsibilities)*

Business Continuity Management Team

Name	Key Responsibilities
	Head of EMSS
	BCP lead
	ESC and Eastern Annex lead <i>(also BCP lead)</i>
	FSC and Loxley lead
	Payroll lead <i>(also ESC / Eastern Annex if required)</i>
	HR lead <i>(also ESC / Eastern Annex if required)</i>
	FSC AR Team Manager
	FSC APR Team Manager
	Oracle Support
	ICT Service Desk Lead

Key Staff

Name	Key Responsibilities
	Input Team Lead
	Customer Service Team Lead
	Payments Team Lead
	Payroll Control Lead
	Payroll Lead
	Recruitment & DBS Lead
	Service Desk Lead
	HR Admin Lead
	Systems Admin/Systems Support
	Personal Budgets Payroll Team Leader

5.0 Function

Listed below are the Service Areas functions in priority order.

It is important these functions are recovered in this order following a disruption when there are limited resources. Clearly this prioritises functions with the same criticality score (*from analysis template 1 in appendix 14*).

EMSS Management will confirm any deviation from this list, i.e. for date specific activities such as Payroll, at the time of the incident.

Priority	Function	Criticality Score
1	Accounts Payable	4
2	Payroll	4
3	Accounts Receivable	3
4	Recruitment	2
5	HR Administration	2
6	System Administration	2
7	Service Desk	1

6.0 Action Plan

This is a list of tasks that are essential to the successful recovery of the service, to enable the reinstatement of functions in priority order ([see section 5 page 11](#)).

Each action plan is split into actions and considerations. Actions are likely to be required in all scenarios but the considerations depend on circumstances at the time.

Suggested actions:

- Ensure that members of the recovery team are aware of their roles and responsibilities.
- Consider whether these predetermined actions are relevant to the incident - make amendments at the time as appropriate.
- Allocate the tasks, recording who they have been assigned to.
- Each plan can be reviewed at a later date to ensure all actions are completed, sign the actioned column to indicate completion.
- Remember to log actions and decisions that have been taken and, if possible, the reasons for the decisions, using the log in [Appendix 9, Page 54](#). NB The log is essential when reviewing the management of the incident so that the plan can be improved, using any learning from the incident.
- It is important when there is limited resource, that the most essential services are recovered first.

Action Cards

Action cards are lists of specific actions for certain scenarios and can include workarounds to be used should systems and/or equipment be unavailable. Use of these cards should be considered at the first meeting.

The following cards are available:

1. [EMSS Silver/Gold Response Checklists \(incl. Initial Assessment of Incident & suggesting meeting agendas\)](#)
2. [Loss of a major building](#)
3. [Loss of Oracle full system](#)
4. [Loss of oracle limited functionality](#)
5. [Loss of Email](#)
6. [Loss of telephony](#)
7. [Loss of servers / major loss or disruption of data access](#)
8. [Loss of staff inc. Outbreak of infectious disease](#)
9. [Loss of BACS](#)
10. [Loss of Capita 1 / Oracle interface](#)
11. [Loss of Direct Payments Payroll](#)
12. [Loss of Velocity](#)
13. [EMSS Work Area Recovery \(WAR\) Strategy for Staff Relocation.](#)
14. [LCC ICT - DR Invocation Summary](#)
15. [Incident shut-down and debrief](#)

6.0 Action Plan

First Hour

Actions		Allocated to	Actioned
1	Invoke the Plan		
2	Organise a meeting of the EMSS BCM team		
3	Obtain an accurate assessment of the disruption /incident		
4	List all actions required and allocate tasks		
5	Agree the priority of recovery		
6	Record all decisions on a log (appendix 9 page 54)		
7	Put together resolution team based on the issue		
9	Most Senior Officer in the EMSS BCM team to inform LCC and NCC senior management		
10	Decide on a communications plan, (who needs to be informed and how often?)		
Considerations			
1	Consider if any of the action cards cover the disruption /incident.		
2	Consider if the actions in the action plan is relevant		
3	Consider what instructions/information need to be given to EMSS colleagues.		
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6.0 Action Plan (continued)

First 24hrs

Actions		Allocated to	Actioned
1	Develop a staff rota (if required)		
2	Forward plan (horizon scanning) - consider the scenario and consequences in the next 6/12/24/48 hours. Create actions.		
3	Consider all forthcoming deadlines and impacts within the affected areas.		
4	Estimate recovery time and compare this with the work deadlines from point 3.		
5	Consider the cost of the incident, record all expenditure including overtime etc.		
6	Maintain communication updates with NCC / LCC		
7	Record all decisions on a log (appendix 9 page 54)		
8			
9			
10			
Considerations			
1	Consider alternative Stakeholders/Suppliers		
2	Consider whether holidays need to be, and can be, cancelled		
3	Consider if overtime required to aid recovery.		
4	Consider whether out of hours working is necessary (night time and weekends).		
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6.0 Action Plan (continued)

First 48hrs

Actions		Allocated to	Actioned
1	Record all decisions on a log (appendix 9 page 54)		
2	Maintain communication updates with NCC / LCC		
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Considerations			
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6.0 Action Plan (continued)

First week

Actions		Allocated to	Actioned
1	Record all decisions on a log (appendix 9 page 54)		
2	Maintain communication updates with NCC / LCC		
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Considerations			
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6.0 Action Plan (continued)

First month

Actions		Allocated to	Actioned
1	Record all decisions on a log (appendix 9 page 54)		
2	Maintain communication updates with NCC / LCC		
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Considerations			
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6.0 Action Plan (continued)

Long term recovery

Actions		Allocated to	Actioned
1	Record all decisions on a log (appendix 9 page 54)		
2	Maintain communication updates with NCC / LCC		
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Considerations			
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6.1 Action Card 1

Purpose	EMSS Silver/Gold Response Checklists (including initial assessment of incident & suggested meeting agendas)
----------------	--

Actions		Allocated to	Actioned
1	Confirm the nature of the incident		
2	Confirm what/who is affected – NCC or LCC or both?		
3	Is ICT Technical environment affected?		
4	External Partners, suppliers impacted or involved?		
5	Actions taken so far (if any), including calling emergency services.		
6	Make an assessment based on the severity of the incident and the invocation table (page 8.)		
7			
8			
9			
10			
Considerations			
1	<p>Depending on the severity of the incident, consider instigating a meeting of the EMSS Core Response Team (ECRT). Call at least one of the following:</p> <ul style="list-style-type: none"> • Head of EMSS • EMSS Service Centre / Business Development Manager • LCC ICT Service Desk or Technical Rep (if failure involved ICT loss) <p>(see Appendices 1 to 7 for contact details from page 41)</p>		
2	Consider whether EMSS Silver/Gold teams should be convened, i.e. face to face; Conference call.		
3	Identify attendees required, and supplier representation, as appropriate.		
4			
5			
6			
7			
8			
9			

1. EMSS INCIDENT MEETING [Agenda]	COMPLETE	TIME
<ul style="list-style-type: none"> EMSS first response team provides overview of problem & actions taken so far <i>(including technical view if ICT affected)</i> 		
<ul style="list-style-type: none"> Confirm if incident is EMSS based, or has County wide impact for either NCC, LCC or both 		
<ul style="list-style-type: none"> Confirm <u>required</u> roles & responsibilities for EMSS Incident Management team, based on the situation, including: 		
<ul style="list-style-type: none"> <ul style="list-style-type: none"> Overall Incident Manager 		
<ul style="list-style-type: none"> <ul style="list-style-type: none"> Loggist 		
<ul style="list-style-type: none"> <ul style="list-style-type: none"> Corporate Communications Representatives from NCC or/& LCC 		
<ul style="list-style-type: none"> <ul style="list-style-type: none"> Representatives from EMSS teams at NCC &/or LCC (& ICT if appropriate) 		
<ul style="list-style-type: none"> <ul style="list-style-type: none"> Admin Support 		
<ul style="list-style-type: none"> <ul style="list-style-type: none"> Confirm who does NOT need to be part of this response 		
<ul style="list-style-type: none"> Confirm with attendees: impact on EMSS services & actions taken so far, including communication 		
<ul style="list-style-type: none"> Confirm severity of incident, i.e. medium/high/severe (see Invocation Criteria for definitions) 		
<ul style="list-style-type: none"> Discuss and agree business, and NCC &/or LCC priorities and appropriate responses 		
<ul style="list-style-type: none"> Make decision on whether IT/DR invocation is required, based on advice from ICT Management 		
<ul style="list-style-type: none"> Agree if escalation required to Chief Executives of NCC & LCC (Gold Level) 		
<ul style="list-style-type: none"> Confirm actions required, including communication messages as agreed with Corporate Communications teams (NCC & LCC) in line with Media Comms Plan 		
<ul style="list-style-type: none"> Agree physical location (Work Area Recovery) for EMSS Silver/Gold team and EMSS Staff (NCC/LCC) 		
<ul style="list-style-type: none"> Agree date/time/location of next meeting/conference call 		

2. SITUATION UPDATE MEETING AND ON-GOING RISK ASSESSMENT	COMPLETE	TIME
<ul style="list-style-type: none"> • Latest update from each attendee; any outstanding issues or concerns? 		
<ul style="list-style-type: none"> • Any new concerns or risks 		
<ul style="list-style-type: none"> • Review actions; agree new actions required 		
<ul style="list-style-type: none"> • Agree time of next review meeting 		

INCIDENT MEETING GUIDELINES:

- **Effective use of loggist**; make it clear to the Loggist when an action or decision has been agreed, and review progress with the Loggist at regular intervals throughout the meeting.
- **Use a flip chart/white sheets** to note activity and current status; ensure they are pinned up/visible to everyone. You can use an admin person to do this if necessary.
- **Use 'runners'** where necessary to take messages & instructions, especially where information needs to be conveyed quickly. Avoid key attendees having to leave the room.
- **All phone calls** must be taken/made outside of the Incident Meeting room.

6.1 Action Card 2

Purpose	Loss of a major building.
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Actions		Allocated to	Actioned
1	Convene BCM Team		
2	Review critical actions to be completed and timescales		
3	Liaise with host Business Continuity contact		
4	Agree response – accept host arrangements or seek to utilise the other building		
5	Identify alternative options (homeworkers, use of another workspace, relocation to other EMSS office etc)		
6	Identify key staff		
7	Communicate with those staff and instruct them on location and activities		
8	Stand down non-essential staff		
9	Review need for any EMSS-specific communications		
10	Agree monitoring cycle		
Considerations			
1	Consider what equipment would be needed at a green field site (<i>see template 4 in appendix 14, page 55</i>)		
2			
3			
4			
5			
6			
7			
8			
9			
10			

6.1 Action Card 3

Purpose	Loss of Oracle Full System
----------------	-----------------------------------

Actions		Allocated to	Actioned
1	Convene BCM Team		
2	Identify type / cause of loss		
3	Identify impact		
4	Identify critical actions / processes		
5	Liaise with Mastek contact		
6	Put together process teams to cover the urgent activities		
7	Establish partner contacts to agree actions		
8	Review need for any EMSS-specific communications		
9	Agree monitoring cycle		
10	Record lessons learned		
Considerations			
1	Alternative options for maintaining services		
2	Impact of the fault in the service lifecycle		
3			
4			
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9			
10			

6.1 Action Card 4

Purpose	Loss of Oracle Limited Functionality
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Actions		Allocated to	Actioned
1	Convene BCM Team		
2	Identify type / cause of loss		
3	Identify impact		
4	Identify critical actions / processes		
5	Liaise with Mastek		
6	Put together process teams to cover the urgent activities		
7	Establish partner contacts to agree actions		
8	Agree required communications		
9	Agree monitoring cycle		
10	Confirm cause		
11	Agree fix		
12	Record lessons learned		
Considerations			
1	Alternative options to maintain services		
2	Impact of the fault in the service lifecycle		
3			
4			
5			
6			
7			
8			
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6.1 Action Card 5

Purpose	Loss of Email
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Actions		Allocated to	Actioned
1	Convene BCM team		
2	Identify key areas that the outage will affect		
3	Liaise with ICT lead		
4	Agree mitigation		
5	Agree communications		
6	Agree monitoring cycle		
7			
8			
9			
10			
Considerations			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

6.1 Action Card 6

Purpose	Loss of Telephony
----------------	--------------------------

Actions		Allocated to	Actioned
1	Convene BCM team		
2	Identify key areas that the outage will affect		
3	Identify impact on service desks FSC – can staff be located in Leicester: ESC – can staff be located in Romulus Court		
4	Liaise with ICT lead		
5	Agree mitigation		
6	Agree communications		
7	Agree monitoring cycle		
8			
9			
10			
Considerations			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

6.1 Action Card 7

Purpose	Loss of servers / major loss or disruption of data access
----------------	--

Actions		Allocated to	Actioned
1	Convene BCM Team		
2	Identify areas affected		
3	Liaise with ICT / BSS lead		
4	Identify urgent activities / processes		
5	Put together process teams		
6	Agree EMSS or LCC lead		
7	Liaise with Mastek		
8	Put together process teams to cover the urgent activities		
9	Establish partner contacts to agree actions		
10	Agree communications		
11	Agree monitoring cycle		
12	Confirm cause		
13	Agree fix		
14	Record lessons learned		
Considerations			
1	Loxley connection – transfer staff to LCC or invoke access to NCC network		
2			
3			
4			
5			
6			
7			
8			

6.1 Action Card 8

Purpose	Loss of Staff / inc. Outbreak of Infectious Disease
----------------	--

Actions		Allocated to	Actioned
1	Convene BCM Team		
2	Review critical actions to be completed and timescales		
3	Liaise with host BCM contact – ascertain EMSS or organisation issue		
4	Ascertain whether quarantine arrangements are required		
5	Agree with Host BCM appropriate advice to staff		
6	Use contact cascade to inform staff of the advice and identify available staff for processing		
7	Communicate with those staff and instruct them on location and activities		
8	Liaise with ICT to ensure all staff have access to remote working		
9	Establish partner contacts to agree actions		
10	Agree required communications		
11	Agree monitoring cycle		
12	Put in place remote management team – to allocate available staff to activities and monitor progress		
Considerations			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			


6.1 Action Card 9

Purpose	Loss of BACS
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Actions		Allocated to	Actioned
1	Convene BCM Team		
2	Contact ICT & supplier to identify cause of issue and evaluate options		
3	Undertake restart of TREAP5 server		
4	Identify if this will cause any disruption of payments – if yes convene partner leads for invoke their payment fallback actions		
5	Agree any communications if necessary		
6	Agree monitoring cycle		
7			
8			
9			
10			
Considerations			
1			
2			
3			
4			
5			
6			
7			
8			
9			
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6.1 Action Card 10

Purpose	Loss of Direct Payments Payroll
----------------	--

Actions		Allocated to	Actioned
1	Invoke the BCP embedded below		
2	 Direct Payments PB Bus Conti Plan.docx		
3			
4			
5			
6			
7			
8			
9			
10			
Considerations			
1			
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6.1 Action Card 13

EMSS Work Area Recovery (WAR) Strategy for Staff Relocation

Possible Options

<p>A. Utilise facilities at other location</p> <p>If one of EMSS' offices becomes unusable then, based on priority of function, staff can be temporarily relocated to Glenfield or Loxley House. It may also be necessary to invoke another option should the accommodation be required on a longer-term basis</p>
<p>B. Use of alternative area of County Hall</p> <p>If an incident occurs which physically renders an area of County Hall unusable, 'Recovery Zones' have been identified within County Hall campus which can be used by those teams who have been displaced. A recovery zone is designated office space, where less critical staff will move out to allow any critical teams affected to occupy the desks for a temporary period.</p> <p>Due to big variations in the ICT equipment and set up on each desk, ICT staff would be deployed in supporting those teams moving into their temporary location, to ensure their ICT capability and access permits them to carry out critical tasks as normal.</p> <p>A procedure exists for invocation of Recovery Zones, and this includes the Business Continuity Team ensuring that less critical teams who are requested to move out are managed sensitively and alternate working area found for them. Exact details of the Recovery Zones and the procedure for invocation are available from The Business Continuity Team.</p> <p>Loxley House - it may be possible (based on the cause of the loss of the FSC work area) for staff to relocate elsewhere within the building. However this would depend on sufficient space being made available. Would need ICT to create user IDs for their network (there may be loss of LCC access including Wisdom and emails. NOTE - NCC do not have a formal WAR plan.</p>
<p>C. Relocation to Locality Office, or other County building</p> <p>For teams within the council that have a social care responsibility (including the CSC teams in Eastern Annex), should County Hall campus, or a large part of it, be inaccessible or destroyed, arrangements are in place to make use of locality offices where possible. Arrangements for displacement to a locality office should be managed, on the day of an incident, via the Business Continuity Team, who will work in collaboration with the A&C or CFS teams (who are the main occupiers of the buildings). It is vital to ensure that, as a result of moving County Hall staff in, there is no adverse disruption to the locality office services or staff, who are themselves potentially critical.</p>
<p>D. Home Working / Remote Connectivity via Citrix or Juniper</p> <p>The remote working solutions which are provided to staff for use during 'business as usual' are a vital resilience solution, should County Hall be inaccessible. As part of the declaration of a major incident, it could be deemed that 'home-working' is a required strategy for ensuring critical staff/teams are able to continue.</p> <p>For Citrix Users Only. Due to technical limitations, it is possible during periods of high demand for Citrix to become 'overloaded' - and eventually unusable. For this reason, during an incident requiring remote access strategy, the Business Continuity Team, along with RPG/Silver team and ICT will invoke a process to restrict access via Citrix to critical users only. Details of the invocation of Citrix restrictions are available from the Business Continuity Team.</p> <p>CISCO AnyConnect: Users are not normally affected by technical limitations, and hence should be able to access remotely, irrespective of demand for the service.</p>
<p>E. ICT Team Relocation to Romulus Court</p> <p>As Romulus Court is the site of the council's secondary datacentre, and is also used for ICT Disaster Recovery, in the event of County Hall being inaccessible, Romulus Court office space will be ring-fenced for use by the ICT Team, and their suppliers. Sys Admin have a backup BACS system located there</p> <p>County Hall teams who currently reside there during 'business as usual' are not deemed critical, and may be requested to relocate to home, or a locality/partner office, should the ICT team need to displace to Romulus Court.</p>

LCC WAR: County Hall Recovery Zone Invocation

A floor plan showing Recovery Zones in County Hall is held by Property and The BC Team.

Responsibilities and decision making	The decision to invoke a County Hall Recovery Zone will be made by the LCC Incident Manager from either Silver (<i>RPG</i>) or Gold Team (<i>CMG</i>), in collaboration with the Property Team, ICT and the Business Continuity Team.	
Recovery Zone Requirements & Assessment.	If an incident is declared which affects a team's ability to use their normal office or building, the following assessment must take place:	
	<p>1. Is relocation to another office or building the best and most practical solution in the circumstances? If not, evaluate other options. Silver (RPG) or Gold (CMG) to confirm decision.</p> <p>2. If relocation is confirmed, check the following with the BC plan owner (referencing BC plan):</p> <ul style="list-style-type: none"> • How many staff need to be displaced, and from where? • Within what timeframe do they need to be operational in order to maintain the critical service? • Are there any imminent life-threatening social care cases, issues or deadlines to be aware of? • What ICT requirements do they have? Do any staff members have special needs? 	
	<p>3. Property, BC Team and ICT to discuss the following:</p> <ul style="list-style-type: none"> • Based on info from the plan owner, which 'Recovery Zone' is most practical from a Property & ICT perspective? • Based on what is known so far, for how long is the Recovery Zone likely to be invoked? • What would be the business impact on the less critical team being displaced? • Is the disruption acceptable, and if so, for how long? (BC team consult with relevant RPG member). • Are there any specific barriers or risks to the move from a Property, ICT or business perspective? 	
Main Management Contacts for Recovery Zone Invocation		Director of Corporate Resources (Gold/CMG Team)
		AD Corporate Services
		Property Services
		ICT
		Business Continuity
		Corporate Communications
Invocation Actions	Once the decision has been made to invoke a specific Recovery Zone, activities will include the following actions. Note: The list	

	<p><i>below does not necessarily reflect the order of activity, as some actions will be executed simultaneously.</i></p> <ul style="list-style-type: none"> • Communicate decision to BC Plan owner of team affected • Confirm decision to relevant CMG or RPG member of less critical team being displaced • Communicate situation to all CMG, RPG and Working Party members. Also communicate to members as appropriate. • Discuss with Corporate Comms whether general messages (e.g. on CIS) are appropriate. If so, agree content, tone, and audiences. • Contact impacted business and health partners/districts (<i>including Notts City if EMSS is involved</i>) • Mobilise Property staff to assist teams with move • Mobilise ICT support for staff relocating to Recovery Zone • BC Team monitor impact on critical service; source support from other teams if necessary and practical. • BC Team to monitor overall activity, and arrange a review point meeting with relevant parties as appropriate to the situation. • Comms team to monitor general comms activity, especially checking for public or service user awareness of the situation. • BC Team to keep and CMG, RPG and Working Party members updated, and escalate any issues with the move - including disruption to critical service or public awareness of the incident. • BC Team to assist displaced less critical team in working from alternative office, or via alternative means (including remote/home working) (See 'Duty of Care' below)
Duty of care for (less critical) displaced team.	<p>To ensure the team displaced from the Recovery Zone are supported and monitored, the actions below should be taken by the BC Team:</p>
	<p>1. Discuss options for staff relocation with RPG member and BC plan owner(s), and agree best solution accordingly. Multiple solutions may well be agreed.</p>
	<p>2. Check for any pressing deadlines or activities which need to be completed within a specified timeframe. (i.e. tasks may not class as 'critical', but are still important).</p>
	<p>3. Ensure team are assisted in relocation to alternative sites or remote/home working (as long as remote working not being used for critical teams displaced - see 'remote working' policy).</p>
	<p>4. Monitor team for indications that service is being unacceptably impacted by displacement circumstances. If necessary, agree plan of action with relevant RPG and Working Party members.</p>

6.1 Action Card 14

EMSS ICT - DR Invocation Summary

A copy of detailed DR documentation is held by key members of the ICT Team

IT/DR Invocation Responsibility	<p>The decision to invoke IT Disaster Recovery will be made by the Appropriate Incident Manager from either Silver (<i>RPG</i>) or Gold Team (<i>CMG</i>), in collaboration with ICT Senior Management.</p>	
IT/DR Invocation Decision Making	<p>If a 'High' or 'Severe' incident is declared which affects ICT systems, or services, the LCC Major Incident Plan (<i>Silver and Gold level</i>) will be referenced to manage the incident.</p> <p>Based on advice from ICT, a decision will be taken by the LCC Incident Manager on whether DR should be invoked.</p> <p><u>Due to the huge technical and business implications of DR invocation, it must be confirmed that DR is the best or only course of action, and that it will resolve the problem.</u></p> <p>Definitions of High and Severe Incidents (ICT impact):</p> <p>'High':</p> <ul style="list-style-type: none"> • Loss of multiple ICT services or one critical system affecting multiple teams for an extended period. <p>'Severe':</p> <ul style="list-style-type: none"> • Complete loss of all ICT systems for an indefinite period, and expected to be beyond 24 hours. <p>OR/∧</p> <ul style="list-style-type: none"> • County Hall damaged or inaccessible to all staff (including ICT) for an indefinite period. 	
Main Management Contacts		LCC Director of Corporate Resources
		NCC – Corporate Director for Strategy
		AD Corporate Services (<i>Silver/RPG Team</i>)
		Head of ICT Operations (<i>Bronze Team</i>)
		Head of ICT (NCC)
		ICT Manager (BSS, Service Desk & Performance)
		ICT Manager (TDG/Technical)
		Support /LCC Major Incident Response
		Support /LCC Major Incident Response
	<p>Contact details of Senior Managers are in Section 5 & 6 of this document.</p>	

<p>Operational ICT Team</p> <p>Activity Overview</p>	<p>Once the decision has been made to invoke IT/DR, the corresponding ICT/DR plans will be invoked.</p> <p>Activities within these will include <i>(but are not limited to)</i>:</p> <ul style="list-style-type: none"> • Communicating with all ICT Managers • Confirming scope of invocation - 'all', or specific components or systems? • Confirming key ICT roles and responsibilities. • Confirm IT action/DR plan based on nature of incident • Communicating <i>(via call cascade)</i> with all relevant technical & support staff. • Engaging Business Partners and other relevant SI&T staff • Contacting relevant vendors and suppliers • Contacting impacted partners/districts <i>(e.g. Leics City, Notts City etc)</i> • Mobilising required resources to Romulus Court • Retrieving off-site documents and storage media, and battle boxes • Enacting technical recovery as appropriate • Updating progress to Silver or Gold team via nominated ICT representative • Liaising with Business Continuity Team as/when appropriate • Liaising with Property/Building Services Team if/when appropriate • Carry out post incident investigation & 'lessons learned' exercise. • Participate in post incident meetings as appropriate.
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6.1 Action Card 15

Incident Stand-Down and Debriefing

A copy of the 'Lessons Learned' Log is available from LCC BC Team

<p>Incident Stand-down Protocol</p>	<p>The decision to declare an incident closed, and to stand-down the response, must be taken as follows:</p> <p>Medium Severity: BC Team or Incident Manager at Silver Level from NCC or LCC (<i>depending on the nature of the incident</i>)</p> <p>High Severity: Incident Manager - Silver Level (NCC or LCC)</p> <p>Severe Severity: Incident Manager -Gold Level (NCC or LCC)</p>
<p>Incident Stand Down Criteria</p>	<p>An incident can be declared closed when the situation meets the following criteria:</p> <ul style="list-style-type: none"> • The incident is no longer an impact on council staff, service users or the public. • 'Normal' service process and business procedures have been restored to an acceptable level. NOTE: <i>this could be a new 'normal' if the incident has led to alternative measures or arrangements being put in place on a permanent or temporary basis.</i> • Dynamic risk assessment has indicated that the situation is stable, and the incident is not likely to re-occur.
<p>Incident Follow-Up and Lessons Learned.</p>	<p>The Business Continuity Team will carry out a formal post incident review, the output of which will be incorporated into a post incident report, including:</p> <ul style="list-style-type: none"> • Summary of the incident and its root cause (<i>if known</i>) • Lessons Learned by all teams involved • Actions identified to address gaps and issues, including owners and timescales for completion • RAG status indicating % complete, or highlight barriers to completing actions <p>Depending on the severity & nature of an incident, a post incident meeting may be held with relevant parties. If a meeting is not deemed necessary, the BC team will carry out an analysis of the incident, including setting up 1:1 meetings with those involved to explore events as they unfolded.</p> <p>- <u>Lessons Learned Log</u></p> <p>The Business Continuity Team maintains a 'Lessons Learned' Log which tracks the status of all actions from all incidents in one document.</p> <p>As well as tracking the post incident status of events, it gives visibility of trends and monitors for repeat problems.</p> <p>A copy of the lessons learned log is available from the Business Continuity Team on request</p>

7.0 Stakeholders and Suppliers

This is a list all major stakeholders and suppliers who if their services or supply failed, would result in a failure of one or more of the critical functions. For Contact details refer to Appendix 6

Stakeholders and Suppliers	Description of Service or Product supplied.	Critical function number
	Hosts Oracle	1,2,3,4,5,6,7
	No alternative – this would be a matter outside of EMSS	
	Provides Oracle support	1,2,3,4,5,6,7
	No alternative - this would be a matter outside of EMSS	
	Invoice Scanning solution	1,3
	CRM Software	6,7
	BACS transfers	1,2,6
	DBS System	4,5
	Website provider	
	Supports NCC systems	1,5
	Strategic Partners for Debt Collection	1,3
	Software for Direct Payments	1,2,4
	Pension provider software for Direct Payments	1,4
	Pension Payroll system	1,2,4

8.0 Exercise Schedule

It is essential to test the plan before it is needed in a real event and the review of an exercise should be used to improve and correct the plan.

It is important to schedule an exercise as proper planning can result in a much more meaningful and useful exercise.

This is the agreed schedule of organised exercises:

Type of Exercise	Frequency	Date Arranged
Table Top	Annually	10/2017
Full Rehearsal	Two Years	5 th & 10 th Oct 17

Whilst an exercise is important in terms of continual improvement of the plan, it is also essential to maintain an exercise log as proof of training and knowledge of procedure ([see Appendix 9, Page 54](#)).

N.B. the risk assessment should also be reviewed to ensure that the risk has not changed and whether further new mitigating actions can be implemented.

9.0 Training

Regular training is an essential element in ensuring that colleagues understand their responsibilities during an incident, particularly the BCM team and any key staff and to ensure their skills and knowledge are maintained.

This is the agreed schedule of training.

Type of Training	Frequency	Date Arranged
Refresh - Managers	Annually	
Refresh - staff	Annually	
BCP – Roles and responsibilities	For all managers	And on induction
Senior manager Resilience training		

A training log needs to be maintained as and when training is delivered as proof that that training has been delivered. A blank copy can be found in [Appendix 10, Page 55](#).

10.00 Staff Instruction

In the event of a major disruption, staff may be asked to help the recovery process. This may result in them being asked to undertake roles they are not used to and in circumstances they would not be familiar with. Management need to be sensitive to the needs and concerns of the staff during these unusual events.

11.0 Maintenance of records

Remember, during any incident where this plan is invoked, all managers must record their actions and decisions in an Incident Recovery Log ([see appendix 8, page 53](#)). Further copies can be photocopied.

At the end of the incident, these logs must be collated and they can be used at the incident debrief to ensure that lessons learnt can be incorporated in this plan for improvement.

Training and exercise records must also be kept and secured appropriately.


12.00 Data Recovery

Data recovery for all Oracle information rests as part of the Oracle Disaster Recovery plan.

BACS – data is backed up by the supplier as part of their disaster recovery arrangements

13.00 Evacuation Plan

Copies of the two major sites evacuation plans:

Copies of the buildings Evacuation plans can be found:	
Nottingham City Council	Facilities Management, Loxley House.
Leicestershire County Council	https://leics.sharepoint.com/sites/intranet/HDI/Pages/fire-and-emergency-procedures.aspx  county-hall-evacuati on-procedures.doc

Appendix 1 - Business Continuity Team and Key Staff Contact List

All names on this list should be made aware of the incident with high level information on nature, severity and impacts.

Follow the invocation criteria [section 3 page 8](#) and refer to [appendix 2, page 45](#).

Log who, and who has not, been contacted in a recovery log sheet ([see appendix 8, page 53](#))

Cascade List

The Spreadsheet below contains contact numbers for EMSS staff.

Appendix 2

Key Partner & Communications Contact List

The manager leading the BCM team for the incident will be responsible for identifying the correct level to liaise with partners dependent on the severity and impact of the issue; key contacts are listed below.

Organisation	Role	Name	Contact Number
LCC	Sponsor For critical issues		
NCC			
LCC	HR Issues		
NCC			
LCC	Finance Issues		
NCC			
Communications			
The communications team will manage/deliver: all media relations; social media activity; press statements etc.			
LCC	Corporate Communications	Office hours	
		Duty Media Officer 24/7	
NCC			
Business Continuity Leads			
LCC	Resilience & Business Continuity Manager		
LCC	Business Continuity Team	Resilience Partnership Duty Officer Business Continuity Team	
NCC	Emergency Planning Officer		

Appendix 3 - EMSS Gold/Silver Team Contacts including On Call Senior Managers (in blue text) - REDACTED

Appendix 5 - Contact List – Stakeholders - Redacted

This list should contain all duty Council contacts, emergency contractor contacts and any out of hours support numbers.

Appendix 6 - Contact List – Useful numbers - Key holders, utilities etc. - Redacted

Appendix 7 - Business Continuity Team and Plan Distribution.

This is a list of the key members of your Business Continuity Team and key staff from your service that will manage an incident.

Each team member will have a copy of the plan, and must be provided with an updated copy when any changes are made to the plan. These plans should be kept off-site.

It is the responsibility of the respective document holder to ensure that the confidentiality of the Plan and information contained therein, is maintained at all times and that the information is only used for the purpose for which the data has been collected.




Copy No.	Name	Where Held
1		At home
2		On laptop & home PC
3		At home and laptop
4		At home and laptop
5		At home and laptop
6		
7		
8		
9		

Appendix 8

Blank Incident Recovery Log

Incident Recovery Log		Date
Incident		
Time	Name	Action / Comments

Appendix 9 - Exercise Log.

Type of Exercise	Desktop run through and discussion
Date	15/07/2016
Candidate	Signature
Ext Management Team	
Type of Exercise	Full Desktop scenario
Date	5/10/17 – LCC 10/10/17 - NCC
Candidate	Signature
All managers and Team Leaders	
Type of Exercise	Desktop run review and discussion
Date	19/11/2018
Candidate	Signature
Ext Management Team	

Appendix 10 - Training Log

Course	Date	Candidate
Resilience in Leicester, Leicestershire & Rutland	18/04/23	Head of EMSS
Introduction to JESIP	23/05/23	Head of EMSS
Keeping a Personal Log	20/6/23	Head of EMSS
Resilience in Work	23/08/23	Head of EMSS
OCSM Refresher	28/9/23	Head of EMSS
Bite-Size JESIP Exercise 1	12/9/23	Head of EMSS
Bite-Size JESIP Exercise 2	23/1/24	Head of EMSS

Appendix 11 – Location of EMSS Silver/Gold Team - Options

Section 7 - Location of EMSS Silver/Gold Team - Options

A. LCC County Hall, Leicester

Committee Room, County Hall, Glenfield, Leicester, LE3 8RA

Exact room will be identified at the time of incident by BC Team & Chief Execs Members Secretariat

Access out of hours:

Contact: Servest, 0116 305 5556 (24hrs)

B. Gynsills Pub - LCC County Hall Access Rd

Leicester Road, Glenfield, Leicester, LE3 8HB (*open 07:00 - 23:00*)

Telephone: 0116 231 3693 (Hilary Barlow, Manager)

Email: 1378unit@spiritpubcompany.com

Note: If possible, notify Gynsills prior to arrival

Access out of hours:

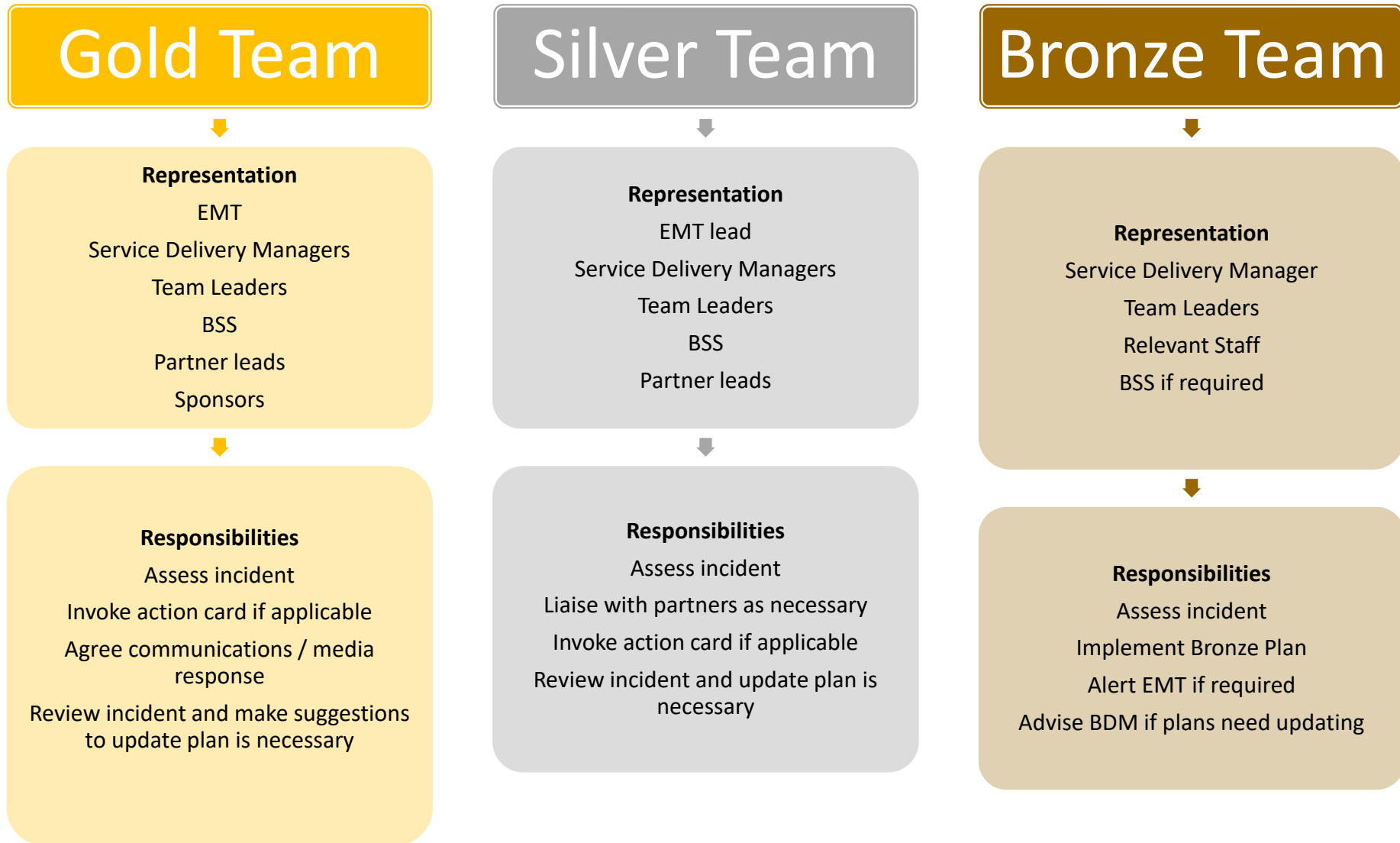
This location is not available between the hours of 23:00 and 07:00

C. Loxley House, Nottingham

Exact room will be identified at the time of incident

D. Second location in Nottingham - to be identified by a member of the Management Team

Appendix 12 - EMSS Incident Team Structure & Responsibilities.



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**East Midlands Shared Services Joint Committee
11 December 2023**

Subject:	East Midlands Shared Services Data Processing Agreement	
Corporate Directors	Shabana Kausar – Director of Finance, Nottingham City Council (NCC) Simone Hines – Assistant Director of Finance, Strategic Property and Commissioning (LCC)	
Report author and contact details:	Lucy Littlefair – Head of East Midlands Shared Services 01163056333 lucy.littlefair@emss.org.uk	
Key Decision	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Subject to call-in <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Summary of issues (including benefits to citizens/service users):		
This report provides advice on the data processing agreement between Leicestershire County Council and Nottingham City Council with recommendations for amendments.		
Recommendation(s): The EMSS Joint Committee is requested to:		
1. To approve the amendments		
2. To authorise the EMSS Sponsors to sign the amended document		

1 Reasons for recommendations

- 1.1 To ensure that EMSS and the partners have robust information governance arrangements in place.

2 Other options considered in making recommendations

- 2.1 None.

3. Background

- 3.1 In 2018 a new Data processing Agreement was produced and signed in response to the General Data Protection Regulation (GDPR) which came into force in May of that year.
- 3.2 In order to ensure that the partners have robust information governance arrangements in place this agreement has been reviewed to ensure it reflects the law as it stands as well as best practice.

3.3 Both partners' Information Governance Teams were approached for comments and changes. The document attached at Appendix A shows the changes which have been proposed. There are two main categories of changes, to ensure that the agreement will incorporate any future changes to UK GDPR legislation and to reflect the transfer of Nottingham City Homes staff to Nottingham City Council.

4. Recommendation

4.1. To approve the amendments to the Data Processing Agreement.

4.2 To authorise the EMSS Sponsors to sign the amended DPA

5 Finance colleague comments (including implications and value for money/VAT)

5.1 None.

6 Legal and Procurement colleague comments (including risk management issues, and legal, Crime and Disorder Act and procurement implications)

6.1 None.

7 Social value considerations

7.1 None

8 Equality Impact Assessment (EIA)

8.1 None

9 List of background papers relied upon in writing this report (not including published documents or confidential or exempt information)

9.1 None

15 Published documents referred to in this report

15.1 None

THIS AGREEMENT is dated _____ day of _____ 2018

BETWEEN:

- (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")

together referred to as the "Parties"

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.

NOW IT IS AGREED AS FOLLOWS:

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

"Controller"	has the meaning given in the Data Protection Legislation
"Data Protection Impact Assessment"	An assessment by the Controller of the impact of the envisaged processing on the protection of the Personal Data
"Data Protection Legislation"	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, <u>the EU GDPR as implemented or adopted under the laws of the United Kingdom (UK GDPR)</u> 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.
“Data Subject”	Means an individual who is the subject of Personal Data
“DPA 2018”	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
“East Midlands Shared Services”	Means the shared service centre established by the two councils and managed by a Joint Committee
“Employing Authority”	Means Leicestershire County Council who employ the staff on behalf of the partnership
“GDPR”	Means (a) the General Data Protection Regulations (Regulation (EU) 2016/679) which comes into force on 28 May 2018, <u>and (b) the EU GDPR as implemented or adopted under the laws of the United Kingdom (UK GDPR) and (c)</u> any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679)
“Host Authority”	Means Nottingham City Council who provide financial and procurement services to Joint Committee and EMSS
“Joint Committee”	Means the body to which Nottingham City Council and Leicestershire County Council have delegated control of processing of transactional payroll, HR and finance activities.
“Law”	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.
“Partnership Agreement”	Means the legal arrangements for the establishment of the shared service centre and details the governance and relationship between the partners
“Personal Data”	has the meaning given in the Data Protection Legislation
“Personal Data Breach”	Has the meaning as set out in the Data Protection Legislation
“Processor”	has the meaning given in the Data Protection Legislation
“Staff”	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 [UK](#) 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 & NCH and to meet its obligations under the employment contract.</p> <p>Data is processed to:</p> <ul style="list-style-type: none">▪ Run recruitment processes (NCC only)▪ 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▪ Maintain record repository of disciplinary and grievance processes, to ensure acceptable conduct within the workplace▪ Operate and keep a record of absence and absence management procedures, to allow effective workforce

	<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"> ▪ 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. ▪ Ensure effective general HR and business administration ▪ Provide information to allow the Council to respond to legal claims. <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"> ▪ Set up suppliers and payees in Oracle (NCC-only) ▪ Process invoices for payment ▪ Make payments and retain records of payments ▪ Issue invoices for payment ▪ Set up records for collection of debts ▪ Manage payments made to the Council ▪ Set up Direct Debits (NCC-only)
Type of Personal Data	<div style="text-align: center;">  GDPR Data Audit (Working).xlsx </div>
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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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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