



## Democratic Services

**Location:** Phase II

**Ext:** 7655

**DDI:** 01895 277655

**CMD No:** 1392

**To: COUNCILLOR IAN EDWARDS  
LEADER OF THE COUNCIL**

**COUNCILLOR JANE PALMER  
CABINET MEMBER FOR HEALTH AND SOCIAL  
CARE**

c.c. All Members of the Health and Social Care Select  
Committee Select Committee

c.c. Sandra Taylor, Corporate Director of Adult Social  
Care & Health

c.c. All Councillors

**Date:** 9 April 2025

## Non-Key Decision request

## Form D

### PUBLIC HEALTH COLLABORATION PROJECT AGREEMENT BETWEEN HOUNSLOW AND HILLINGDON

Dear Cabinet Members,

Attached is a report requesting that a decision be made by you as an individual Cabinet Member. Democratic Services confirm that this is not a key decision, as such, the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 notice period does not apply.

You should take a decision **on or after Thursday 17 April 2025** in order to meet Constitutional requirements about publication of decisions that are to be made. You may wish to discuss the report with the Corporate Director before it is made. Please indicate your decision on the duplicate memo supplied and return it to me when you have made your decision. I will then arrange for the formal notice of decision to be published.

Anisha Teji  
Democratic Services

**Title of Report:** Public Health Collaboration Project Agreement Between Hounslow And Hillingdon

**Decision made:**

**Reasons for your decision:** (e.g. as stated in report)

**Alternatives considered and rejected:** (e.g. as stated in report)

Signed ..... Date.....

*Leader of the Council/ Cabinet Member for Health and Social Care*

## PUBLIC HEALTH COLLABORATION PROJECT AGREEMENT BETWEEN HOUNSLOW AND HILLINGDON

<b>Cabinet Member &amp; Portfolio</b>	Cllr Ian Edwards, Leader of the Council Cllr Jane Palmer, Cabinet Member for Health and Social Care
<b>Responsible Officer</b>	Sandra Taylor, Corporate Director of Adult Social Care & Health
<b>Report Author &amp; Directorate</b>	Sandra Taylor, Adult Social Care & Health
<b>Papers with report</b>	Memorandum of Understanding – Appendix 1

### HEADLINES

<b>Summary</b>	The report outlines the Memorandum of Understanding (MoU) between the London Borough of Hillingdon and the London Borough of Hounslow for the shared provision of Public Health Specialist Capacity. The collaboration aims to enhance public health services and achieve economies of scale.
<b>Putting our Residents First</b>  <b>Delivering on the Council Strategy 2022-2026</b>	<p>This report supports our ambition for residents / the Council of: An efficient, well-run, digital-enabled council working with partners to deliver services to improve the lives of all our residents</p> <p>This report supports our commitments to residents of: A Digital-Enabled, Modern, Well-Run Council</p> <p>Joint Health &amp; Wellbeing Strategy.</p>
<b>Financial Cost</b>	The MOU is for a Public Health collaboration project with Hounslow from 01/04/2024 to 31/03/2027. The total financial impact for the first year (2024/25) is £130,000; the assumed amount for 25/26 is also £130,000. The amount for 26/27 will be agreed by 1st January 2026 by the lead directors of the Collaboration Project and will reflect the level of activity and staff resource that Hounslow has provided to ensure that Hillingdon meets its statutory functions. These costs will be fully funded from the Public Health grant.
<b>Select Committee</b>	Health and Social Care Select Committee
<b>Ward(s)</b>	N/A

## RECOMMENDATIONS

That the Leader of the Council, in consultation with the Cabinet Member for Health & Social Care:

1. **Approve the Memorandum of Understanding between the London Borough of Hillingdon and the London Borough of Hounslow for the shared provision of Public Health Specialist Capacity and authorises the Corporate Director of Adult Social Care to sign the necessary documentation;**
2. **Note the financial implications and approve the payment schedule for the first year as set out in the Memorandum of Understanding – Appendix 1.**

### Reasons for recommendation(s)

The collaboration will ensure that Hillingdon meets statutory public health requirements, deliver mandated public health functions, and achieve improved public health services and for designated public health services, identifies opportunities for shared provision that achieve economies of scale.

### Alternative options considered / risk management

Alternative options include not entering into the collaboration, which would result in missed opportunities for improved public health services and economies of scale. Risks include potential non-compliance with statutory requirements and financial implications, which will be mitigated through regular monitoring and performance reviews.

### Democratic compliance / previous authority

A previous trial arrangement for the sharing of the Director of Public Health (DPH) and the management of contracted services was piloted, this pilot ended in December 2023, with the new and longer arrangements commencing in April, 2024. This shared service agreement means expenses for Hillingdon's Director of Public Health (DPH) are charged to the public health grant, along with any support needed for the management of the Public Health functions provided by Hounslow. No Council resources are used. The contents of the agreement are as noted for up to 3 years with appropriate exit clause. Both the Leader and Cabinet Member have been previously briefed on the shared services approach.

### Select Committee comments

None at this stage.

## SUPPORTING INFORMATION

The Collaboration Project will bring together two Public Health Teams under the management of a shared Director of Public Health. The teams will work together to improve and protect population health across both boroughs. London Borough of Hillingdon cost contribution will cover:

- 50% of Public Health Director salary
- Specialist Drug and Alcohol Commissioner to deliver all the senior functions required to oversee services for vulnerable people, support to mobilise the new contract and ensure compliance with national grant funding. There has been a long-term vacant post in the London Borough of Hillingdon
- Tobacco control commissioner from Hounslow to support mobilisation of the new contract and new Grant funding to cover long term sickness in the London Borough of Hillingdon
- Specialist behavioural insight and transformation role through a specialist Public Health officer from London Borough of Hounslow that will support the Hillingdon Population Health Management Team and help transition the full Public Health team towards efficiency, effectiveness and assurance of delivery of statutory services and improved outcomes.
- And any other additional capacity which is identified as important to deliver public health business within London Borough of Hillingdon. This additional support is considerable, and an options appraisal on a public health team transformation is being developed.

Supervision for the DPH is carried out by both sides and jointly bi-monthly to ensure all parties are satisfied with the arrangements.

The project will be monitored through regular meetings and performance reviews, with an annual performance and impact report completed by the Director of Public Health.

## **Financial Implications**

The MOU is for a Public Health collaboration project with London Borough of Hounslow from 01/04/2024 to 31/03/2027. In return for an annual payment, London Borough of Hillingdon will share a Director of Public Health and a range of additional specialist capacity for which otherwise it would have had to recruit/obtain additional resource for.

The total financial impact for the first year (2024/25) is £130,000. This is fully funded from the ringfenced Public Health Grant and is forecast within the latest Council budget monitoring position (M10) which is projecting a breakeven Public Health budget position. The cost for 2025/26 is also assumed at £130,000.

Future amounts are to be agreed by lead directors of the Collaboration project no later than the January preceding the next financial year. Future year amounts will be reviewed and dependent on the cost of planned activity in the collaboration project. Any agreed increase will be factored into the Public Health annual expenditure plan.

Any liabilities arising at the end of the Collaboration Project must be managed and paid for by the London Borough of Hounslow using the funding or other resources of London Borough of Hounslow.

## **RESIDENT BENEFIT & CONSULTATION**

### **The benefit or impact upon Hillingdon residents, service users and communities?**

The collaboration will benefit residents by improving public health services and achieving economies of scale.

## **Consultation & Engagement carried out (or required)**

Resident consultation is not required, however, the benefits to residents of this arrangement are significant. The demographic population of both adjoining boroughs benefit from shared priorities and joint working to improve the population health of residents.

The joint working gives good economies of scale and the benefits of not duplicating an offer to residents or an offer that is different for people who live in one borough versus another.

OHID and Professor Kevin Fenton, Regional Director for the Faculty of Public Health support the appointment of Kelly O'Neill to act as shared Director of Public Health, as this benefits of the shared priorities for our joint populations. It is a requirement to have this agreed by OHID & the regional Director.

## **CORPORATE CONSIDERATIONS**

### **Corporate Finance**

Corporate Finance have reviewed this report and concur with the Financial Implications set out above, noting the recommendation to approve the Memorandum of Understanding between the London Borough of Hillingdon and the London Borough of Hounslow for the shared provision of Public Health Specialist Capacity.

Furthermore, it is noted that the cost of the agreement is £130k per annum and is to be funded from the Public Health Grant and therefore not impact on the Council's own resources.

### **Legal**

There are no legal impediments to the recommendation set out within the report.

## **BACKGROUND PAPERS**

NIL

## **TITLE OF ANY APPENDICES**

Memorandum of Understanding – Appendix 1

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN LONDON BOROUGH OF HILLINGDON**

**and**

**LONDON BOROUGH OF HOUNSLOW**

**FOR THE SERVICE PROVISION OF**

**PUBLIC HEALTH SPECIALIST OFFICER CAPACITY:**

**(A Collaboration Project between the London Boroughs  
of Hillingdon and Hounslow for shared specialist public  
health roles to deliver statutory public health  
requirements)**

# **This Memorandum of Understanding is dated: 1<sup>st</sup> April 2024**

## **PARTIES**

1. London Borough of Hillingdon ("Commissioner")  
Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW

**And**

2. London Borough of Hounslow ('Service Provider')  
Hounslow House, 3 Bath Road, Hounslow, Middlesex, TW3 3EB

## **AGREED TERMS**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this Memorandum of Understanding.

#### **1.1 Definitions:**

**"Agreement"** means this Memorandum of Understanding.

**"Contract Period"** means the period set out in the Schedule attached hereto forming part of the Agreement

**"Funding"** means the sum indicated in section 3 of this Agreement for the duration of the Project.

**"Project"** also referred to as "Collaboration Project" between the two boroughs to deliver statutory public health functions and health improvement, health protection and healthcare public health through the shared resource stated.

**"Schedule"** means requirements of the Project, including timeframes and deliverables

**"Service"** means the services to be supplied as set out in the Memorandum of Understanding

**"Staff"** means all persons employed by the Service Provider to perform its obligations under the Agreement together with the Service providers servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Agreement.

**"UK GDPR"** means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679

### **2. COLLABORATION PROJECT:**

- 2.1 The London Borough of Hillingdon and London Borough of Hounslow agree a Memorandum of Understanding to deliver a 'Collaboration Project' for the shared provision of Public Health Specialist Capacity for a three-year period between 01 April 2024 to 31 March 2027.
- 2.2 The Collaboration Project will ensure that both Boroughs meet statutory public health requirements, deliver mandated public health functions, and work together to achieve improved public health services and economies of scale when this is in the interests of both boroughs.
- 2.3 The Lead Directors for the Collaboration Project will be responsible for agreeing the scope of the service provision, the annual schedule of activity and annual cost of the service being provided by London Borough of

Hounslow and will support and enable the Director of Public Health to navigate obstacles within each borough to deliver statutory public health functions. The Lead Directors of the Collaboration Project are:

- Executive Director of Adults Social Care and Health, LB Hillingdon
- Director of Commissioning/Borough Director Hounslow NWL ICS, LB Hounslow
- Director of Public Health, LBs of Hounslow and Hillingdon

2.4 The Lead Directors will separately be responsible for ensuring the Public Health functions is enabled in each organisation to deliver core statutory and prescribed function within the criteria of the public health grant, including staffing capacity and capability. The Lead Directors will also be responsible for supporting the Director of Public Health to maximise the outputs and impact of their relevant public health teams. This includes supports with HR processes, training, and development. The outcome is to advantage the Collaboration Project by ensuring that both teams take responsibility for delivering on the service plans required by their respective council.

2.5 The Collaboration Project will bring together two Public Health Teams under the management of a shared Director of Public Health. The teams will work together in the interests of improving and protecting population health across both boroughs. The requirement agreed by each borough is that:

- Joint working will deliver improved outcomes for the residents of each borough, maximising synergy and reducing duplication and will be required to deliver statutory and prescribed public health functions, delivering the best outcomes within the resource of separate public health grants.
- The opportunities for shared work will be pursued when this is the interests of both boroughs
- There will be a shared team training and development plan
- Both boroughs will retain separate public health teams that ensures the delivery of the core functions in the event that the Collaboration Project is terminated. The termination of the Collaboration Project can be affected by one party with a minimum of 6-months' notice period that allows for a transition of staff to ensure PH business and services will continue to be delivered.

2.6 This Agreement is not exhaustive and is not intended to be legally binding and no legal obligations or legal rights shall arise between the parties from this Agreement.

2.7 The parties enter into this Agreement to demonstrate commitment to participate in the Project.

### **3. SERVICE PROVIDERS OBLIGATIONS**

- 3.1 The London Borough of Hounslow as the "Service Provider" will provide the Service described in the proper manner, the requirements for which are agreed, and implementation overseen and monitored by both boroughs for the three-year Contract Period.
- 3.2 The Service Provider will comply with the conditions set out by DHSC and the Office of Health Inequalities and Disparities to ensure that staff included within this MOU are trained and registered as required by the Faculty of Public Health to deliver the services stated.

### **4. PAYMENT AND FUNDING**

4.1 London Borough of Hillingdon agrees to pay the London Borough of Hounslow as Service Provider for public health specialist capacity each year. For 24/25, the sum of £130,000 in consideration for the Service Provider to deliver the Project as follows:

- Payment 1: £65,000 (50% of annual payment) at the mid-point of each year – 30 September 2024
- Payment 2: £65,000 (50% of annual payment) at the end of the financial year – 31 March 2025



- 4.2 The amount for subsequent years will be agreed by 1<sup>st</sup> January 2025 and 1<sup>st</sup> January 2026 by the lead directors of the Collaboration Project.
- 4.3 London Borough of Hillingdon and London Borough of Hounslow will closely monitor the delivery and success of the 'Collaboration Project' to ensure the aims and objectives are being met and that this Memorandum of Understanding is being adhered to. If there a need to develop shared arrangements for an additional activity, this shall be discussed by the lead Directors overseeing the Project from each Borough.
- 4.4 The payment for 2024/25 will include a 50/50 contribution by each borough to the salary of the Director of Public Health. In addition, for 2024/25 the London Borough of Hounslow will provide the London Borough of Hillingdon with specialist public health capacity to support the following statutory PH requirements:
- Specialist Drug and Alcohol Commissioner support to mobilise the new contract and ensure compliance with national grant funding due to a vacancy in the London Borough of Hillingdon
  - Tobacco control commissioner from Hounslow to support mobilisation of the new contract and new Grant funding to cover long term sickness in the London Borough of Hillingdon
  - Specialist behavioural insight and transformation role through a specialist Public Health officer from London Borough of Hounslow that will support the Hillingdon Population Health Management Team and help transition the full Public Health team towards efficiency, effectiveness and assurance of delivery of statutory services and improved outcomes.
  - And any other additional capacity which is identified as important to deliver public health business within London Borough of Hillingdon
- 4.5 Any liabilities arising at the end of the Collaboration Project must be managed and paid for by the London Borough of Hounslow using the funding or other resources of London Borough of Hounslow.

## **5. PERFORMANCE MONITORING**

- 5.1 The Service Provider will use its best endeavours to meet the performance standards and any targets set out in the Schedule.
- 5.2 The requirement of the London Borough of Hillingdon is to make provision for the postholders stated in section 3.4 to work across wider teams in the London Borough of Hillingdon with the authority to deliver the functions for which they will be responsible. This includes working directly with London Borough of Hillingdon finance, procurement, and housing, and to attend relevant meetings for example, the safer Hillingdon partnership, and any other council and wider HHCP meetings that are focused on these specialist areas.
- 5.2 The Lead Directors will agree an annual work plan for the shared resource that will be the basis for quarterly review meetings.
- 5.3 The Lead Directors will be required to meet every three months to complete a situational analysis of the project and identify escalation of key issues that need executive level support.
- 5.4 The Director of Public Health will have regular meetings with each of the Borough Lead Directors to ensure the separate requirements of each borough is agreed, and performance overseen and monitored.
- 5.5 An annual performance and impact report will be completed by the Director of Public Health for each Borough that demonstrates what has been achieved and makes recommendations for the Collaboration Project in the following year.

## **6. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING**

- 6.1 The expectation is that London Borough of Hillingdon will fund in full the agreed payment to London Borough of Hounslow. London Borough of Hillingdon may at its discretion withhold or suspend payment if:
- (a) the Services Provider uses the funding for purposes other than those for which they have been provided.
  - (b) London Borough of Hillingdon considers that the London Borough of Hounslow as the Service Provider has not made the progress to deliver the Collaboration Project.
  - (c) The Director of Public Health as the lead Service Provider is, in the reasonable opinion of London Borough of Hillingdon, delivering the Project in a negligent manner.
  - (d) The Service Provider provides London Borough of Hillingdon with any materially misleading or inaccurate information.
  - (f) The Service Provider fails to comply with any of the terms and conditions set out in this Memorandum of Understanding.
- 6.2 Should the Service Provider be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Collaboration Project or compliance with this Agreement it will notify London Borough of Hillingdon as soon as possible so that, if possible, and without creating any legal obligation, London Borough of Hillingdon will have an opportunity to provide assistance in resolving the problem or to take action to protect London Borough of Hillingdon.

## **7. SERVICE PROVIDER TO CONFORM WITH RELEVANT STATUTES etc AND POLICIES AND PROCEDURES**

- 7.1 The Service Provider shall ascertain and comply in all respects with the provisions, including codes of practice, EU Directives, general or local Acts of Parliament and any Statutory Instruments made thereunder, and any Regulations and Byelaws of any local or other statutory authority, to be observed and performed in connection with the Services.
- 7.2 The London Borough of Hounslow shall at all times comply with London Borough of Hillingdon and professional UKPHR and Faculty of Public Health Policies, Codes of Practices, procedures in the delivery of the services stated in the Collaboration Project.

## **8. GOVERNANCE**

- 8.1 This Agreement will operate in accordance with the Service Provider's own Constitution and/or Memorandum and Articles of Association and the agreed arrangements set out in sections 2.3 and 2.4 of this MOU. London Borough of Hillingdon must be notified of any changes to the Service Provider's governing instrument coming into effect during the course of this Agreement. This Agreement will be reviewed in the event of any changes to the Constitution and/or Memorandum and Articles of Association.

## **9. EQUAL OPPORTUNITIES**

- 9.1 The London Borough of Hounslow is required to adhere to and implement its own Equal Opportunities Policy.

## **10. INSURANCE AND INDEMNITY**

10.1 The London Borough of Hounslow will maintain the scope and level of insurance necessary to deliver the Project. If, for any reason, it is unable to do so, the London Borough of Hillingdon must be informed immediately. Insurance costs incurred by the Service Provider in the execution of the Project will not be funded as part of this Agreement. The London Borough of Hounslow as the Service Provider shall have in force:-

- a. Employers' Liability Insurance.
- a. Professional indemnity insurance which fully insures the Service Provider in respect of the Service Providers obligations and liabilities to provide the Services. Services in an amount of not less than one million five hundred thousand pounds sterling (£1,500.00) for any one occurrence or a serious of occurrences arising out of any one event by London Borough of Hounslow
- b. Public Liability Insurance range of cover as London Borough of Hounslow deems to be appropriate but not less than five million pounds (£5,000.00) for any one accident unless otherwise agreed by the London Borough of Hillingdon in writing.

10.2.1 The London Borough of Hillingdon accepts no liability for any consequences whether direct or indirect, that may come about from the London Borough of Hounslow in entering into this Agreement.

## **11. HEALTH AND SAFETY**

11.1 The Service Provider is required to have a Health and Safety Policy and to adhere to and implement this Policy complying with all relevant aspects of Health and Safety legislation. The London Borough of Hounslow as Service Provider must ensure that all staff are sufficiently qualified and experienced to deliver the Collaboration Project. Up to date Risk Assessments for each of the activities being delivered tailored to the location and activity must be in place. There must also be an appropriate procedure for recording and reporting of accidents, including near misses.

11.2 The London Borough of Hounslow as Service Provider and its staff shall comply with all security requirements and any health and safety measures implemented by London Borough of Hillingdon.

## **12. SAFEGUARDING**

12.1 The Service Provider must ensure that where staff or volunteers employed by the Service Provider are required to work with vulnerable adults and/or young persons under eighteen that such staff undertake an enhanced Disclosure and Barring Service (DBS) check prior to appointment.

12.2 The Service Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users, children or vulnerable adults.

12.3 Where it is clear or otherwise reasonably likely that the performance of the Services will require the Service Provider (or any of its staff, agents, sub-contractors or advisers) to carry out a regulated activity the Service Provider shall:

- 12.3.1 comply at all times with the provisions of the Safeguarding Vulnerable Groups Act 2006 (“**SVGA 2006**”) and any regulations made thereunder, and all related guidance issued by HM Government (including government ministers, government departments and particular bodies,

persons, commissions or agencies from time to time carrying out functions on its behalf) including '*Working Together to Safeguard Children*' (2018).

- 12.3.2 comply with all relevant London Borough of Hillingdon policies and procedures relating to safeguarding that are published on its website ([www.Hillingdon.gov.uk](http://www.Hillingdon.gov.uk)).
- 12.3.3 have due regard for and undertake, or refrain from undertaking, such acts as London Borough of Hillingdon may request so as to enable London Borough of Hillingdon to comply with its obligations under the SVGA 2006, Children Act 1989, section 11 of the Children Act 2004, the Care Act 2014, the policies and procedures referred to in this Clause 13.3 and any other laws, enactments, orders or regulations relating to the protection or safeguarding of children and vulnerable adults

### **13. CONFIDENTIALITY**

- 13.1 The Service Provider shall not without the written consent of London Borough of Hillingdon during the Contract Period and for a period of two years post the completion of this Agreement make use of for his/her/its own purpose or disclose to any person (except as may be required by law) any information contained in material provided to the Service Provider by London Borough of Hillingdon pursuant to this Agreement or prepared by the Service Provider pursuant to this Agreement all of which information shall be deemed confidential, nor shall the Service Provider dispose or part with possession of any material without the express written consent of London Borough of Hillingdon.
- 13.2 Officers involved in this collaboration agreement who are employed by London Borough of Hounslow will be required to maintain confidentiality of commercially sensitive information that is generated by and/or the property of London Borough of Hillingdon.
- 13.3 The Service Provider shall indemnify London Borough of Hillingdon against all actions, claims, demands, proceedings, damages, charges, expenses whatsoever incurred in respect of any breach of the requirements of this Clause 13.1.

### **14. DATA PROTECTION**

- 14.1 The Parties shall comply with the provisions of the Data Protection Laws and any other relevant data protection law in force so far as applicable to this Memorandum of Understanding and shall indemnify each other against all actions, costs, expenses, claims, proceedings and demands which may be brought against the other Party for breach of statutory duty under these statutes which arises from the use, disclosure or transfer of Personal Data by the other Party or its servants or agents.
- 14.2 For the purposes of this Clause 14, the terms "Controller", "Processor", "Data Subject", "Personal Data" and "Processing" shall have the meaning prescribed under the Data Protection Laws.
- 14.3 This Clause 14 is compliant with the requirements of Article 28 of the UKGDPR.

#### **Data Processing**

- 14.4 London Borough of Hillingdon is the Data Controller for the Data, and the Service Provider is the Data Processor for the Data. The Service Provider agrees to process the Data only in accordance with the Data Protection Laws and in particular on the conditions set out in this Clause 14.
- 14.5 The Service Provider shall:
  - 14.5.1 only process the Personal Data (i) on the written instructions from London Borough of Hillingdon (which may be specific instructions or instructions of a general nature) (ii) only process the

Personal Data for completing the Services and (iii) only process the Personal Data in the UK with no transfer of the Personal Data outside of the UK (Article 28, para 3(a) UKGDPR). This clause is especially relevant for the lead commissioner for Drug and Alcohol Services who will require access to personal identifiable data in order to meet statutory requirements including safeguarding.

- 14.5.2 ensure that all employees and other representatives accessing the Personal Data are (i) aware of the terms of this Clause 14 and (ii) have received comprehensive training on Data Protection and UKGDPR and related good practice, and (iii) are bound by a commitment of confidentiality (Article 28, para 3(b) UKGDPR).
  - 14.5.3 take reasonable steps to ensure the reliability of its Staff and agents who may have access to the Personal Data and ensure that they comply with this Clause 14.
  - 14.5.4 not involve any third party in the Processing of the Personal Data without the consent of the Council. Such consent may be withheld without reason. If consent is given a separate processing agreement, in a format as prescribed by London Borough of Hillingdon, will be required (Article 28, para 3(d) UKGDPR).
  - 14.5.5 taking into account the nature of the Processing, assist London Borough of Hillingdon by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of the London Borough of Hillingdon's obligation to respond to requests from individuals exercising their rights laid down in Chapter III of UKGDPR – rights to erasure, rectification, access, restriction, portability, object and right not to be subject to automated decision making etc (Article 28, para 3(e) GDPR);
  - 14.5.6 assist London Borough of Hillingdon in ensuring compliance with the obligations pursuant to Articles 32 to 36 of UKGDPR – security, notification of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary, consultation with the Information Commissioner's Office etc, taking into account the nature of Processing and the information available to the Service Provider (Article 28, para 3(f) UKGDPR).
  - 14.5.7 at London Borough of Hillingdon's choice, safely and securely delete or return the Personal Data at any time, unless it has been agreed that the Service Provider will safely and securely delete the Personal Data at the end of the Services. Where the Service Provider is to delete the Personal Data, deletion shall include destruction of all existing copies unless otherwise there is a legal requirement to retain the Personal Data. Where there is a legal requirement the Service Provider will prior to entering into this Service Level Agreement confirm such an obligation in writing to London Borough of Hillingdon. Upon request by London Borough of Hillingdon, the Service Provider shall provide certification of destruction of all Personal Data (Article 28, para 3(g) GDPR).
  - 14.5.8 make immediately available to London Borough of Hillingdon all information necessary to demonstrate compliance with the obligations laid down under this Clause 14 and allow for and contribute to any audits, inspections or other verification exercises required by London Borough of Hillingdon from time to time (Article 28, para 3(h) UK GDPR).
  - 14.5.9 maintain the integrity of the Personal Data, without alteration, ensuring that the Personal Data can be separated from any other information created; and
  - 14.5.10 immediately contact LB HILLINGDON if there is any Personal Data breach or incident where the Personal Data may have been compromised.
- 14.6 London Borough of Hillingdon and London Borough of Hounslow, the Service Provider have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of UKGDPR, details of those measures are set out under Part A of the Data Protection Annex ("the Annex") to this Service Level Agreement (Article 28, para 3(c) UK GDPR).

- 14.7 London Borough of Hounslow, the Service Provider shall ensure that they complete the UKGDPR compliance details as required in Part A of the Annex.
- 14.8 Arrangements relating to the secure transfer of the Personal Data from London Borough of Hillingdon to London Borough of Hounslow, the Service Provider and the safe keeping of the Personal Data by the Service Provider are detailed under Part A of the Annex.
- 14.9 This Clause 14 may only be varied with the written consent of both Parties.
- 14.10. This Clause 14 and the Data Protection Annex hereto represents the entire understanding of the Parties relating to necessary legal protections arising out of their Data Controller/Processor relationship under the Data Protection Laws. Including that access to facilities; records and documents are available at no extra cost to London Borough of Hillingdon.
- 14.11 The provisions of this Clause 14 shall apply during the Contract Period and indefinitely after its expiry.

## **15. FOIA/EIR**

The London Borough of Hounslow as the Service Provider acknowledges that London Borough of Hillingdon is subject to the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). The Service Provider notes and acknowledges the FOIA and the respective Codes of Practice on Discharge of the Functions of Public Authorities' and on Management of Records (which are issued under Sections 45 and 46 of the FOIA respectively) as may be amended, updated or replaced from time to time and the EIR. The Service Provider Reach will act in accordance with the FOIA and these Codes of Practice (and any other applicable codes of practice or guidance notified to London Borough of Hounslow as the Service Provider Reach from time to time) and the EIR to the extent that they apply to the London Borough of Hounslow's performance under this Agreement.

## **16. PUBLICATION**

- 16.1 London Borough of Hillingdon shall retain the right to publish any material, documents, information, guidance, photographs, prepared by London Borough of Hounslow as the Service Provider in the provision of the Collaboration Project.

## **17. WARRANTY**

- 17.1 The London Borough of Hounslow as the Service Provider warrants and represents that:
- 17.1.1 It has full capacity and authority and all necessary consents to enter into and perform its obligations under this Agreement.
  - 17.1.2 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under this Agreement.

## **18. FORCE MAJEURE**

- 18.1 Neither the London Borough of Hounslow as the Service Provider nor the London Borough of Hillingdon will be held liable for any failure to perform its obligations under this Agreement where such breach is due to

any of the following: acts or regulations of public authorities, labour difficulties or strike, inclement weather, epidemic, pandemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the London Borough of Hounslow as the Service Provider and London Borough of Hillingdon.

- 18.2 If either party becomes aware of a Force Majeure Event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in Clause 18.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

## **19. VARIATIONS**

- 19.1 No variation of this Agreement or of any of the documents referred to in I shall be valid unless it is in writing and signed on or behalf of each of the parties.

## **20. TERMINATION**

- 20.1 Either party may terminate this Agreement by giving six (6) months written notice. If the Agreement is not adhered to then London Borough of Hillingdon reserves the right to withdraw funding.

## **21. COMPLIANCE**

- 21.1 The London Borough of Hounslow representatives must comply with law, good practice and comply with any rules in force when in attendance at London Borough of Hillingdon's premises or any other party's premises in the performance of the Project and to hold all relevant permits and licenses as legally required.

## **22. ASSIGNMENT**

- 22.1 This Agreement shall at all times be construed as a personal agreement between the London Borough of Hillingdon and the London Borough of Hounslow and no assignment of this Agreement whatsoever will be permitted.

## **23. DOCUMENTATION**

- 23.1 Prior to payment of funding, the London Borough of Hounslow agrees to provide London Borough of Hillingdon copies of these documents

<b>Documents to be supplied by the Service Provider:</b>	<b>Provided</b>
Signed copy of this Memorandum of Understanding	
Copy of relevant Liability Insurance Policy	
Professional Registration documents of the Director of Public Health	
DBS clearance of staff listed in this Agreement	

## **24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

17.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

## **25. LAW**

18.1 This Agreement shall in all respects be governed and construed in accordance with the laws of England.

## **26 SIGNATORY**

**Signed for and on behalf of the London Borough of Hillingdon**

**Print Name** Sandra Taylor

**Position** Executive Director Adult Social Care and Health: LB Hillingdon

**Date**

**Signed for and on behalf of the London Borough of Hounslow**

**Print Name** Martin Waddington

**Position** Director of Commissioning/Borough Director Hounslow NWL ICS, LB Hounslow

**Date**