SUPPORTED LIVING FRAMEWORK

SCHEDULE 8 – INFORMATION HANDLING

1. Definitions and Interpretation

1.1 In this Schedule, the definitions set out in the Agreement will apply.

2. Resolution of Inconsistency

2.1 The Provider shall immediately upon becoming aware of the same notify the Council of any inconsistency between the provisions of the Law and the standards, guidance and policies applicable under this schedule (or between those standards, guidance and policies) and the Council, as soon as practicable, shall advise the Provider which provision the Provider shall be required to comply with (but not so as to place the Provider in breach of any Law).

3. Protection of Information

3.1 The Provider acknowledges that the confidentiality, integrity and availability of Information and on the security provided in relation to Information is a material element of the Agreement and/or any Call-off Contract.

3.2 The Provider shall and shall at all times provide a level of security which:

3.2.1 is in accordance with Good Industry Practice, Law and the Agreement and/or any Call-off Contract;

3.2.2 complies with the Council's ICT Standards and the Council's Information Policy;

3.2.3 meets any specific security threats identified from time to time by the Council; and

3.2.4 complies with applicable ISO standards and in particular ISO/IEC27001 and ISO/IEC27002.

3.3 The Provider shall ensure that it provides comparable technical and policy coverage of security to Information as if it were being processed directly by the Council. This shall include but not limited to the following:

3.3.1 All mobile storage systems and hardware shall be encrypted to at least industry standards.

3.3.2 All staff shall be appropriately vetted before use in the services which are the subject of the Agreement and/or any Call-off Contract.

3.3.3 All staff shall receive adequate information governance training which shall be regularly refreshed.

3.3.4 All buildings and physical environments shall be subject to appropriate physical security and protection.

3.3.5 When handling NHS data, the Provider shall apply Safe Haven usage to at least NHS standard.

3.3.6 The Provider shall permit access to Information by employees of the Council only as may be specifically designated by the Council.

3.3.7 The Provider shall securely destroy all Information provided or created under the Agreement and/or any Call-off Contract and no longer required to be retained in accordance with the Agreement and/or any Call-off Contract.

3.4 The Provider will have in place fully tested and effective disaster recovery and business continuity plans.

3.5 The Provider shall observe the following principles when handling data.

3.5.1 Every proposed use or transfer of Personal Data within or from the organisation should be clearly defined and scrutinised, with continuing uses regularly reviewed by an appropriate guardian.

3.5.2. Personal Data must not be used unless it is absolutely necessary. Personal Data should not be used unless there is no alternative.

3.5.3 The minimum necessary Personal Data information is to be used. Where use of Personal Data is considered essential, each individual item of information should be justified with the aim of reducing identification.

3.5.4 Access to Personal Data should be on a strict need to know basis. Only those individuals who need access to Personal Data should have access to it, and they should only have access to the data that they need to see.

3.5.5 Those handling Personal Data - both frontline and support staff - must be aware of their responsibilities and obligations to respect personal confidentiality.

3.5.6 All persons handling Personal Data must understand and comply with the Legislation. Every use of Personal Data information must be lawful.

3.6 Any Information received by the Provider from the Council under the Agreement and/or any Call-off Contract or generated by the Provider pursuant to the Agreement and/or any Call-off Contract shall remain at all times the property of the Council. It shall be identified, clearly marked and recorded as such by the Provider on all media and in all documentation.

3.7 The Provider shall not, save as required by the Agreement and/or any Call-off Contract, without the prior written consent of the Council disclose to any other person any Information provided by the Council under the Agreement and/or any Call-off Contract.

3.8 The Provider shall advise the Council of any intention to procure the services of any other agent or sub-contractor in connection with the Agreement and/or any Call-off Contract and shall pay due regard to any representations by the Council in response.

3.9 The Provider shall observe and comply with the Council's scheme of confidentiality levels applicable from time to time.

3.10 The Provider shall take all necessary precautions to ensure that all Information obtained from the Council under or in connection with the Agreement and/or any Call-off Contract, is given only to such of the Provider's staff and professional advisors or consultants engaged to advise the Provider in connection with the Agreement and/or any Call-off Contract as is strictly necessary for the performance of the Agreement and/or any Call-off Contract, and is treated as confidential and not disclosed (without prior written approval) or used by any such staff or such professional advisors or consultants otherwise than for the purposes of the Agreement and/or any Call-off Contract.

3.11 The Provider shall not use any Information it receives from the Council otherwise than for the purposes of the Agreement and/or any Call-off Contract.

3.12 With regard to Council Data:

3.12.1 The Provider shall not delete or remove any proprietary notices contained within or relating to the Council Data.

3.12.2 The Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Provider of its obligations under the Agreement and/or any Call-off Contract or as otherwise expressly authorised in writing by the Council.

3.12.3. To the extent that Council Data is held and/or processed by the Provider, the Provider shall supply that Council Data to the Council as requested by the Council in the format specified by the Council.

3.12.4. The Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data.

3.12.5 The Provider shall perform secure back-ups of all Council Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan. The Provider shall ensure that such back-ups are available to the Council at all times upon request.

3.12.6 The Provider shall ensure that any system on which the Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's Information Policy.

3.12.7 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Provider's default so as to be unusable, the Council may:

3.12.7.1 require the Provider (at the Provider's expense) to restore or procure the restoration of Council Data in full and in not later than three Days (subject to any agreed business continuity and disaster recovery plan); and/or

3.12.7.2 in default thereof itself restore or procure the restoration of Council Data, and shall be repaid by the Provider any reasonable expenses incurred in doing so.

3.12.8 If at any time the Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Provider shall notify the Council immediately and inform the Council of the remedial action the Provider proposes to take.

3.13 The Provider shall at all times comply with the Council's "Information Policy Requirements for Contractors", which can be found in Annex 2 to this Schedule 8 and updated from time to time.

4. The FOIA and the Environmental Information Regulations

4.1 The Council is subject to the provisions of the FOIA and the EIR and the Provider shall assist the Council (at the Provider's expense) to enable the Council to comply with these Acts. The Provider acknowledges that the Council may be obliged to disclose Information relating to the Agreement and/or any Call-off Contract. Notwithstanding any other term of the Agreement and/or any Call-off Contract, the Provider hereby gives its consent for the Council to publish the Agreement and/or any Call-off Contract in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Council decides.

4.2 The Provider must transfer any request for information under the Information Legislation to the Council as soon as practicable after receipt and in any event within 2 working days of receiving a request for information.

4.3 Where the Council so requires for the purpose of compliance with the Information Legislation, the Provider shall provide the Council with a copy of all Information in its possession or power, in the form that the Council requires, within 10 working days (or such other reasonable period as the Council may specify) of the Council requesting the Information.

4.4 The Provider shall provide all necessary assistance as requested by the Council under paragraph 4.3 above so as to enable the Council to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

4.5 As between the parties, the Council will determine at its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

4.6 In no event will the Provider respond directly to a request for information unless expressly authorised to do so by the Council save to acknowledge receipt (if so requested by the Council).

4.7 The Provider acknowledges that the Council may be obliged under the FOIA or the Environmental Information Regulations to disclose Information without consulting with the Provider, or following consultation with the Provider and having taken its views into account.

4.8 The Provider must ensure that all Information produced in the course of the Agreement and/or any Call-off Contract or relating to the Agreement and/or any Call-off Contract is retained for disclosure in line with the Council's policy on information retention periods and must permit the Council to inspect such records as requested from time to time.

4.9 The Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information.

5. Disclosures by the Council

5.1 Nothing in the Agreement and/or any Call-off Contract shall prevent the Council disclosing any Information:

5.1.1 for the purpose of the examination and certification of the Council's accounts; or

5.1.2 any examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources; or

5.1.3 to any government department or any other contracting authority (as defined in The Public Contracts Regulations 2015). All government departments or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a contractor which is not part of any government department or any contracting authority; or

5.1.4 to any person engaged in providing any services to the Council for any purpose relating to or ancillary to the Agreement and/or any Call-off Contract provided that in disclosing information the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

6. Accessibility of Data

6.1 Where the Provider is undertaking work on behalf of the Council to develop new systems, practices or documentation in processing of data, the Provider shall ensure that these have the ability to extract data in an accessible format.

7. Know-how

7.1 Nothing in the Agreement and/or any Call-off Contract shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement and/or any Call-off Contract in the course of its normal business, to the extent that this does not result in a disclosure of Information the subject of the Agreement and/or any Call-off Contract.

8. Information Breaches

8.1 The Provider shall ensure all losses or breaches of security or information are reported to the Council within 1 working day whether actual, potential or attempted.

8.2 The Provider will ensure all breaches are internally investigated, and appropriate remedial action taken, along with supporting the Council in any investigation by it.

8.3 The Provider will immediately take all reasonable steps to remedy such breach and to protect the integrity of both parties against any actual, potential or attempted breach or threat and any equivalent attempted breach in the future.

9. Breach, termination and continuance

9.1 The Provider shall indemnify the Council for any breach of the requirements of this schedule which renders the Council liable for any costs, fines, claims or expenses under Law howsoever arising.

9.2 A material failure on the part of the Provider to comply with the provisions of this schedule shall entitle the Council to terminate the Agreement and/or any Call-off Contract with immediate effect and to recover the costs incurred in consequence as a civil debt from the Provider.

9.3 On termination of the Agreement and/or any Call-off Contract howsoever arising the Provider shall when directed to do so by the Council, and instruct all its agents and sub-contractors to:

9.3.1 transfer to the Council the whole or any part of the Personal Data and other Information received or acquired by the Provider for the purposes of or in the course of the delivery of the services the subject of the Agreement and/or any Call-off Contract; and

9.3.2 destroy or erase the whole or any part of such Personal Data and other Information retained by the Provider and provide to the Council such proof of destruction as the Council may reasonably specify.

9.4 The provisions of this paragraph shall continue in effect notwithstanding termination of the Agreement and/or any Call-off Contract.

SCHEDULE 8: ANNEX 1

DATA PROTECTION SCHEDULE

1. The Provider shall comply with any further written instructions with respect to processing by the Council.

2. Any such further instructions shall be incorporated into this Data Protection Schedule.

DETAILS	DESCRIPTION
Subject matter of the processing	The data processing is linked to the delivery of personal care services through the Supported Living Framework contract. This service provides personal care to adults within their own homes, provided by external agencies commissioned directly by the Council through the framework.
Duration of the processing	The life of the framework contract is four years with an anticipated start date of March 2021. Adults in reception of services will not be placed for a fixed period of time, and will continue to receive services for as long as they meet their needs and the adult remains living in the Scheme. Processing of data as a result of this contract will therefore continue beyond the expiry of the contract in 2025 where existing placements remain.
Nature and purposes of the processing	Staffing: Collection of data re: Employment processing Statutory obligations Recruitment assessments And anything else required for staffing purposes to track delivery of the service. Adults in receipt of the service: Recording personal information about the adult, their needs and outcomes to be delivered Care and support plans to be written and stored and used as evidence of packages of support Collection and storage of consent information Collection of their feedback on the quality of the service Organising the data for it to be anonymised and used to inform commissioning, delivery of outcomes and as part of contract management returns Deletion of data to be in line with legislation
Type of Personal Data	Adults in the service Name, address, date of birth, social care identification number, telephone number, medication, equality data, health, sex life/sexual orientation, next of kin Staffing Name, address, date of birth, NI, pay, next of kin
Categories of Data Subject	Staff (including volunteers, temporary and full time staff Adults in receipt of the service
Plan for return and	Last action + 7 years

destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	• Paperwork such as contact information, assessments and support plans and case notes. • Including Safeguarding documents, Occupational Therapy, Personal Budgets, Learning Disability, Physical and Sensory impairment. Definition of Last Action: End of support services or last contact if no longer in receipt of services. This does not include the pre-adult service children records, such as from Transitions Teams.