

Decision under Delegated Powers

Lightbulb Agreement

Officer Making the Decision

Alison Simmons – Head of Strategic and Private Sector Housing

Recommendation

To sign and seal the Lightbulb Agreement Appendix 1) for the provision of services by Charnwood Borough Council enabling Blaby District Council to deliver delegated functions of Leicestershire County Council within the administrative area of Charnwood Borough Council.

Reasons

Cabinet approved the Council's participation in the Lightbulb Service model on the 11th May 2017 (minute reference 113), and the Agreement is required to enable the Council to carry out the delegated functions of Leicestershire County Council at a local level.

Authority for Decision

The Constitution gives general delegated authority to Heads of Service to take such action as may be necessary or appropriate in connection with the implementation of decisions properly authorised by the Cabinet.

Decision and Date

15/11/2018

Alison Simmons
 Head of Strategic
 and Private Sector
 Background Housing

In 2013, Leicestershire's Housing Services Partnership developed the Housing Offer to Health in conjunction with the Chartered Institute of Housing. This set out how local housing services can support and promote the health and wellbeing of Leicestershire citizens; offering to concentrate the collective efforts of the 7 District Councils on developing services to help health and social care partners

achieve Better Care Fund objectives. This work was subsequently adopted by the Leicestershire Health and Wellbeing Board.

The concept of Lightbulb was one of a number of practical opportunities to emerge from this work; now part of the Unified Prevention Offer for Leicestershire. The County and District Councils made a partnership bid to the Department for Communities and Local Government and were successfully awarded £1m Transformation Challenge Award in 2015/16 to take this concept forward.

The Lightbulb creates an integrated, targeted and customer focused pathway across Leicestershire using a new Housing Support Co-ordinator role which will bring together functions currently carried out across District and County Councils. The locally developed Housing MOT Checklist provides a toolkit to identify a range of non-complex housing support needs and deliver and co-ordinate person centred solutions.

Cabinet approved the Council's participation in the Lightbulb Service model on the 11th May 2017, and the Agreement is required to enable the Council to carry out the delegated functions of Leicestershire County Council at a local level.

Financial Implications

The budget required to deliver the Lightbulb Service model was approved as part of the 11th May 2017 Cabinet report.

Risk Management

There are no risks associated with this decision

Key Decision: No

Background Papers: Cabinet Report – 11th May 2017

DATED _____ **2017**

BLABY DISTRICT COUNCIL (1)

and

CHARNWOOD BOROUGH COUNCIL (2)

**AGREEMENT FOR THE PROVISION OF
SERVICES BY CHARNWOOD BOROUGH
COUNCIL TO ENABLE BLABY DISTRICT
COUNCIL TO CARRY OUT CERTAIN
FUNCTIONS OF LEICESTERSHIRE COUNTY
COUNCIL WITHIN THE ADMINISTRATIVE
AREA OF CHARNWOOD BOROUGH
COUNCIL**

- (i) in a bill;
 - (ii) in a draft statutory instrument; or
 - (iii) as a proposal in the Official Journal of the European Union;
- (b) any guidance; or
- (c) any applicable judgement of a relevant court of law which changes a binding precedent.

“**DPA**” means Data Protection Act 1998 or the General Data Protection Regulation (“**GDPR**”) as applicable

“**Exempt Information**” means any information or class of information relating to this Agreement which may fall within an exemption to disclosure under the FOIA legislation.

“**Fee**” means the figure as detailed in Schedule 3 and subject to Clause 4.2;

“**Financial Year**” means a period of 12 months from 1 April until the following 31 March;

“**FOIA**” the Freedom of Information Act 2000 and subordinate legislation made under this and including the Environmental Information Regulations 2004.

“**Force Majeure Event**” means the occurrence of: (a) armed conflict, civil war, terrorism, or war, or (b) a chemical, biological, radiological or nuclear event or contamination unless the source or cause of the event or contamination is the result of actions of the affected Authority, or (c) pressure waves caused by devices travelling at supersonic speeds, which directly causes either Authority (the affected Authority) to be unable to comply with all or a material part of its obligations under this Agreement.

“**Intellectual Property Rights**” means confidential business information, copyright (including rights in software), database rights, know-how, rights (whether registrable or otherwise) in design, patents, service marks, and trademarks, trade or business names, trade secrets, applications for any of the foregoing and any similar or analogous rights to any of the above, whether arising from or granted

under the Laws of England or any other jurisdiction.

“Lightbulb Programme” means the programme an overview of which is given in schedule 5.

Management Board” means the group of officers with the terms of reference described as being the Management Board in Schedule 6.

“Personnel” means those employees, contractors and other individuals used by CBC to carry out the Services;

“Representatives” means the individuals appointed by each party to monitor this Agreement and **“Representative”** shall be construed accordingly;

“Schedules” means the schedules to this Agreement and **“Schedule”** shall be construed accordingly;

“Services” means the services to be provided under this Agreement in order for LCC to provide the LCC Functions which shall include the services set out in Schedule 2;

“Term” means the Initial Term together with each Extended Period (if any);

“Working Day” means Monday to Friday excluding Bank or Public Holidays in England;

- 1.2 All headings are included for reference only and shall be ignored when construing this Agreement.
- 1.3 Words importing the singular include the plural and vice versa and words importing any gender include the other gender.
- 1.4 Reference to any statute or statutory provision shall include reference to it as amended from time to time and to any statutory provisions which amend, extend,

consolidate or replace the same and to any other regulation, instrument or other subordinate legislation made under statute.

- 1.5 The words and phrases “include”, “including”, “in particular” and “other” shall not limit the generality of the preceding words and no following words shall be construed as being limited to the same class as the preceding words if a wider construction is possible.

2 TERM

- 2.1 This Agreement shall commence on the Commencement Date and continue until 31 March 2019 (the “Initial Term”).

- 2.2 On or before 1 July 2018 and on or before each anniversary thereafter while this Agreement is in force the parties shall commence a review of this Agreement which shall be completed by 31 August of the same year. Following such review:

2.2.1 the parties may agree to extend this Agreement for a further year (each such extension being an Extended Period);

2.2.2 either party may terminate this Agreement by giving not less than 6 months’ notice to the other party to expire at the end of the then current financial year

provided that this agreement shall not be extended if the LCC Agreement is not extended or otherwise terminates.

3 THE SERVICES

- 3.1 CBC shall provide the Services in accordance with this Agreement.

4 FEE AND PAYMENTS

- 4.1 In consideration of the performance of the Services, BDC shall pay CBC the Fee.
- 4.2 In the event this Agreement is extended past the Initial Term the Fee shall be reviewed annually and agreed between the parties in conjunction with LCC. The Fee is a proportion of the funding which BDC receives under the LCC Agreement

which reflects the demand for services in the CBC administrative area as proportion of that in the administrative area of LCC. Unless both parties agree otherwise in writing that this methodology shall not change during any Extended Period. For the avoidance of doubt the Fee during any Extended Period may not change, may increase or decrease depending on funding which BDC receives from LCC and the demand for the services across the county of Leicestershire.

4.3 CBC shall submit to BDC invoices as set out in Schedule 3.

4.4 If the BDC receives an invoice which it reasonably believes includes a sum which is not valid for any reason or is not properly due:

4.5.1 the BDC shall notify CBC in writing as soon as reasonably practicable;

4.5.2 the BDC's failure to pay the disputed Fee shall not be deemed to be a breach of this Agreement;

4.5.3 BDC shall pay the balance of the invoice which is not in dispute by the Due Date;

4.5.4 to the extent that the BDC is obliged, following resolution of the dispute, to pay an amount, then CBC may charge interest of 2% above Bank of England base rate from the resolution of the dispute (as confirmed in writing by both parties) until the date of payment;

4.5.6 once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within 30 days and, where CBC is required to issue

4.5 -CBC shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the BDC pursuant to this Agreement. Such records shall be retained for inspection by the BDC for 7 years from the end of the Financial Year to which the records relate.

- 4.6 The Fee is stated exclusive of VAT, which (if applicable) shall be added at the prevailing rate as applicable and paid by the BDC (if applicable) following delivery of a valid VAT invoice.
- 4.7 The parties will adopt a collaborative approach to sourcing and securing additional funding and/or grant income.
- 4.8 Any Change in Law which requires a change to the Services and / or has any implication for the Lightbulb Programme and / or has any cost implication for the costs associated with the Lightbulb Programme shall be discussed by the Management Board and the parties shall manage such Change in Law in such manner as the Management Board shall direct.

5 INSURANCE AND INDEMNITIES

- 5.1 CBC shall effect and maintain employers liability insurance and public liability insurance cover which shall each be in a minimum sum of £25,000,000 in respect of any single claim for the duration of this agreement and six years thereafter and adequate building insurance where it allows its premises to be used by staff to work on matters relating to this Agreement.
- 5.2 CBC shall ensure that the public liability and employer's liability policies shall each contain an indemnity to principals clause under which BDC shall be indemnified in respect of claims made in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which CBC is legally liable.
- 5.3 Nothing in this Agreement shall be construed as restricting or excluding the liability of either party for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.
- 5.4 Subject to clauses 5.5 and 5.6 CBC shall be liable for, and shall indemnify and hold BDC harmless against any and all direct loss, damage, costs or liabilities caused or arising as a result of the acts of omissions of CBC or its employees, contractors or agents, whether arising in contract, tort (including negligence) breach of statutory duty or otherwise.

- 5.5 For the avoidance of doubt, in no event shall either party be liable to the other:
- 5.5.1 for any form of indirect, special or consequential loss of any nature or howsoever caused; or
 - 5.5.2 for any loss of profit, loss of business, loss of opportunity, loss of anticipated savings or loss of, or damage to, goodwill (in each case whether such loss amounts to an indirect or a direct loss).
- 5.6 Subject to clause 5.3 the parties agree and acknowledge that BDC's remedy for any loss referred to in clause 5.4 in connection with the Services shall be limited to such amount that CBC can recover under the insurance which it maintains as required by this Agreement and as it otherwise has in connection with the Lightbulb Programme.

6 CONTRACT MANAGEMENT AND REPORTING

- 6.1 The performance of the Services shall be reviewed on a monthly (or such other period as may be agreed) basis between the Representatives (or their nominated deputies).
- 6.2 CBC shall complete and submit to BDC quarterly finance reports within such period as BDC may reasonably require in order for complete finance reports to be presented at the Management Board, in an agreed format. CBC shall provide BDC with all such information as BDC may require in connection with the LCC Functions and specifically the Lightbulb Programme in the administrative area of CBC so that BDC can report on the same to LCC.
- 6.3 If as a result of the above review and reporting procedures it is agreed between the parties that minor changes are required to this Agreement, then the Change Request Process shall be followed.

7 LOCATION AND PERSONNEL

- 7.1 CBC shall ensure that all Personnel deliver the Services in accordance with reasonable skill and care and shall possess such skill as is necessary for the proper supply of the Services.
- 7.2 Whilst carrying out the Personnel shall abide by all Health and Safety at Work, and security procedures in place and it shall be the responsibility of CBC to ensure that Personnel so comply.
- 7.3 CBC shall ensure that the Personnel undertake all necessary training in order to provide the Services in a competent manner.

8 DISPUTE RESOLUTION

- 8.1 CBC and BDC shall use all reasonable endeavours to resolve any dispute or difference in connection with or arising out of this Agreement or the performance of the Services, through discussion at the Management Board.
- 8.2 If the dispute cannot be resolved by the Management Board the matter shall be escalated through the management structure of each party until it is resolved.
- 8.3 Where a dispute cannot be resolved internally between the Authorities, in accordance with clauses 20.1 or 20.2, it shall be referred to a single arbitrator. Having regard to the nature of the dispute, the appointment of the arbitrator shall be agreed by the Authorities or, where such agreement cannot be reached, shall be nominated by the chairman of Local Government Association. Arbitration will be carried out in accordance with the provisions of the Arbitration Act 1996 as amended.

9 SERVICE POLICIES

- 9.1 Whilst carrying out the Services, CBC shall secure that Personnel shall be aware of, and comply with all relevant policies of BDC, that BDC has notified to CBC from time to time, including any revisions to those policies which have been notified to BDC. CBC shall make Personnel aware of the place where all such policies can be found and ensure compliance with them. PROVIDED such policies do not conflict

with the policies of CBC and are associated with the delivery of the Lightbulb Programme

10 INTELLECTUAL PROPERTY RIGHTS

10.1 In fulfilling their obligations under this Agreement, neither party shall:-

10.1.1 infringe the Intellectual Property Rights of any third party; nor

10.1.2 do anything which may damage or endanger the intellectual property or other intellectual property of the other, or their title to it, or assist or allow others to do so.

10.2 Any new Intellectual Property Rights created by the Personnel in providing the Services or otherwise under the operation of this Agreement shall belong to the party that created them. Where Intellectual Property Rights are jointly created or developed, they shall vest in the parties jointly. Where Intellectual Property Rights are created jointly with LCC they shall belong jointly to LCC as well.

10.3 Any Intellectual Property Rights belonging to a party at the date of this Agreement shall remain the property of that party.

11 PERSONNEL

11.1 CBC shall ensure that all staff involved in the delivery of the Services shall deliver them with reasonable skill and care and shall possess such skill as is necessary for the proper supply of the Services.

Comment [AR1]: Not agreed. CBC have a general duty to deliver the services and ensure the competency of staff

Comment [WC2]: I have replaced the whole section to mirror the arrangement with LCC

11.2 CBC staff may from time to time work from the premises of the BDC and vice versa. Where a party's staff are located in the other party's premises, the parties hereby licence the use by such staff of the other party's premises and equipment to the extent as may be necessary for the provision of the Services and the performance of the Lightbulb Programme generally.

11.3 CBC shall ensure that staff engaged in delivering the Services undertake all necessary training.

12 CONFIDENTIALITY

12.1 Each party undertakes to the other to keep confidential all information (whether written, pictorial in machine, readable form or oral) and in whatever form received during the continuance of this Agreement or obtained as a result of entering into or performing this Agreement concerning the business or affairs of the other party including without limitation:

- a. the provisions of or (subject as provided for in this clause 16) the subject matter of this Agreement;
- b. information concerning the trade secrets, customers, suppliers or business associations of the other party; and
- c. information concerning the financial, operational, technical or commercial affairs of the other party;

all of which shall be deemed to fall into the definition of Confidential Information.

12.2 Each party undertakes to the other not to use the Confidential Information of the other party except for the purposes of this Agreement and shall not (without the prior written consent of the other party) disclose the same to any person save to the extent necessary for the performance of this Agreement and except to the extent that such information:

- a. is required to be disclosed by the law of any relevant jurisdiction;
- b. is trivial or obvious;

- c. is already in the public domain at the time of disclosure or thereafter;
- d. is in the possession of the disclosing party (as evidenced by written records) otherwise than as a result of a breach of this clause 12;
- e. becomes known to the disclosing party from a source other than the other party otherwise than as a result of a breach of this clause 12;
- f. was disclosed after the express prior written approval of the party to whom such information belongs; or
- g. is required to be disclosed by the parties for the purposes of best value or performance assessment; and
- h. in any event subject to the disclosing party having notified the other party in writing prior to making such disclosure.

12.3 Notwithstanding anything contained elsewhere in this Agreement the provisions of this clause 12 shall survive the expiry or termination of this Agreement.

13. Data protection

13.1 Each party shall comply with all appropriate data protection legislation and principles including but not limited to the DPA and the GDPR (as applicable) in relation to Personal Data controlled or processed by it or transferred to it or obtained under this Agreement or in relation to the Services.

13.2 Except to the extent required or permitted by law any Personal Data provided to CBC in relation to this Agreement shall only be used for the purposes of the Agreement or in relation to the Services unless CBC takes such steps as are required under the DPA (or the GDPR as applicable) to enable the Personal Data to be used for a different purpose.

13.3 On or before the expiry or termination of this Agreement CBC shall transfer to BDC all Personal Data transferred to or obtained by CBC under this Agreement in

relation to the Services in a form as reasonably required by BDC.

13.4 CBC shall only undertake processing of Personal Data reasonably required in connection with fulfilling its obligations under this Agreement.

13.5 CBC shall not disclose Personal Data to any third party other than:

- a. in response to a data subject request;
- b. to employees and contractors to whom such disclosure is necessary in order for CBC to comply with its obligations under this Agreement; or
- c. to the extent required to comply with a legal obligation.

13.6 The parties shall comply with the terms of the Information Sharing Agreement set out in Schedule 4.

14. FOIA

14.1 The parties recognise that they are public authorities as defined within the FOIA and therefore recognise that information relating to this Agreement may be the subject of an Information Request. The Authorities shall assist each other in complying with their obligations under the FOIA, including but not limited to assistance without charge in gathering information to respond to Information Requests related to this Agreement or in relation to the Services.

14.2 Either party shall be entitled to disclose any information relating to this Agreement and the Services in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Confidential Information.

14.3 The party which receives the Information Request shall circulate the Information Request to the other and shall in good faith consider any representations raised by the other when deciding whether to disclose information that is exempt, however

the party which receives the Information Request shall retain the right to determine at their absolute discretion how to respond to the Information Request.

14.4 The parties acknowledge and agree that any decision made by a party which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOIA is solely the decision of that party.

14.5 Neither party will be liable to the other for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

15. BRIBERY/CORRUPTION

15.1 Either party shall be entitled to immediately terminate this Agreement and to recover from the other the amount of any direct loss resulting from such cancellation if either party shall commit any offence under the Bribery Act 2010 or give or offer any fee or reward which if received would constitute an offence under section 117 of the Local Government Act 1977.

16. STATUS OF PERSONNEL

16.1 Nothing in this Agreement shall render CBC the agent of BDC, nor any employees or agents of CBC including the Personnel, an employee or agent of BDC.

17. TERMINATION

17.1 Either party may terminate this Agreement by giving notice to the other party in accordance with clause 2.2.

17.2 In the event that CBC commits a Default, BDC may serve on CBC a Default Notice.

17.3 BDC may terminate this Agreement in whole or part by giving three (3) months written notice to CBC if CBC commits a Default:

17.3.1 which is capable of remedy and CBC has failed to remedy such a breach within thirty (30) Business Days of receipt of a Default Notice, or such

17.3.2 longer period as may be specified by BDC; or

which is not, in the reasonable opinion of the BDC, capable of remedy.

17.4 Following expiry or termination of this Agreement ongoing cases relating the Services shall transfer back to BDC. Any Fee held by CBC which has not been expended or committed for expenditure shall be transferred back to BDC. CBC shall provide BDC with any records held by CBC pertaining to Services if so requested to do by BDC.

18 **Force Majeure Events**

18.2 No failure or omission by either party to carry out or observe any of the stipulations or conditions of this Agreement shall, except in relation to obligations to make payments hereunder and except as herein expressly provided to the contrary, give rise to any claim against the party in question or be deemed a breach of this Agreement if such failure or omission arises from a Force Majeure Event or any other cause beyond the reasonable control of the party which renders their performance under this Agreement impossible.

18.3 Each party agrees to notify the other as soon as reasonably practicable upon becoming aware of a Force Majeure Event. The Authorities shall then work together in such a manner as is reasonable in the circumstances to deal with the situation and shall use all reasonable endeavours to mitigate any adverse effects on the provision of the Services and any losses arising. Each party shall strive to continue to perform their obligations under this Agreement notwithstanding the Force Majeure Event.

18.4 In the event that a party is unable to fulfil its obligations during and/or following a Force Majeure Event the obligations hereunder of such party shall be suspended. The party whose obligations have been suspended as aforesaid shall give notice of such suspension as soon as reasonably possible to the other party, stating the start date and anticipated duration of such suspension and the cause thereof. A party whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible and shall notify the other party when these are resumed.

18.5 Subject to any other provision within this agreement providing otherwise, each party shall bear its own costs in rectifying a Force Majeure Event. Neither party shall be entitled to bring to the other party a claim for a breach of this Agreement or any liability incurred or any losses or damages arising from a Force Majeure Event.

18.6 Where a Force Majeure Event has a material effect on the provision of all or any significant part of the Services for more than 45 days then either party shall be entitled to terminate this Agreement in relation to the part of the Services affected by giving not less than 45 days prior written notice to the other.

19 ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes any previous accord, understanding or agreement, express or implied. Each party confirms it has not relied upon any representations not recorded in this Agreement inducing it to enter into this Agreement.

20 VARIATION

20.1 No variation of this Agreement shall be valid unless it is in writing, refers specifically to this Agreement and is duly executed by the authorised representatives of both parties on or after the date of this Agreement.

21 NOTICES

21.1 Any notice to be served on either of the parties shall be sent by first class mail or delivered by hand to the address of the party given at the beginning of this Agreement marked for the attention of the relevant Representative. Such notice shall be deemed to have been received by the addressee two (2) Working Days after posting or at the time of personal delivery, as the case may be.

22 WAIVER

22.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of

any contractual terms will be deemed to be a waiver of any other right or of any later breach.

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

23.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement does not and is not intended to give any rights, or any right to enforce any of its provisions, to any person who is not a party to it.

24 SEVERANCE

24.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated providing that in the event of a holding of invalidity, illegality or unenforceability so fundamental as to prevent the accomplishment of the purpose of this Agreement CBC and BDC shall immediately commence good faith negotiations to remedy such invalidity.

25 FURTHER ASSURANCE

25.1 The parties to this Agreement shall execute all such documents and do all such things as may be reasonable required to give effect to the terms of This Agreement.

25 COUNTERPARTS

25.1 This Agreement may be executed in any number of counterparts each of which when executed shall constitute a duplicate of the original, but all the counterparts together shall constitute the one agreement.

26 LAW AND JURISDICTION

26.1 This Agreement is subject to the laws of England and Wales and any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

This **AGREEMENT** executed as a **DEED** on the date set out above

EXECUTED as a **DEED** by affixing
the **COMMON SEAL** of **BLABY DISTRICT COUNCIL**
in the presence of:

.....
Authorised signatory

EXECUTED as a **DEED** by affixing
the **COMMON SEAL** of of **CHARNWOOD BOROUGH COUNCIL** in the
presence
of:

.....
Authorised signatory

SCHEDULE 1

LCC Functions

Such of the Leicestershire County Council's functions as are necessary across the administrative area of Leicestershire to:

-) carry out assessments under sections 9 and 10 of the Care Act 2014 for minor adaptations as defined in the Care and Support (Charging and Assessment of Resources) Regulations 2014/2672 ; and
-) prescribe any community equipment as defined in Regulations 2 and 4 of the Preventing Needs for Care and Support Regulations 2014 ; and
-) provide information and advice on care and support available in the community that can support the person in meeting eligible needs in accordance with section 4 of the Care Act 2014; and
-) provide a range or otherwise identify services, facilities and resources to prevent delay or reduce the needs of adults in accordance with section 2 of the Care Act 2014

SCHEDULE 2

The Services

Undertake a Housing Needs Assessment which covers

-) Health and Well being
-) Home Environment
-) Home security
-) Warmth
-) Personal Safety and mobility around the home
-) Managing in the home
-) Accessing the local community
-) Identify other key needs for onward referral

Provide quarterly performance and quarterly budget information to the Central Hub to enable the production of reports for Charnwood Borough Council and the whole of Leicestershire by BDC in advance of each Management Board.

SCHEDULE 3

The Fee

The Fee is a proportion of funding received from LCC reflecting the demand for Services in the administrative area of CBC as a proportion of the demand for the services across the administrative area of LCC

For the period from October 2017 to the 31st March 2018 Charnwood's contribution from Leicestershire County Council's (LCC) funding will be 26% of the total contribution. This means the Fee is £47,541.00

For the period from April 2018 to the 31st March 2019 Charnwood's contribution from LCC will remain 26% of the total contribution. This means the Fee is £95,082.

BDC will notify CBC when it has received funds from LCC at which point CBC may invoice BDC for the Fee for the relevant quarter.

Schedule 4
Information Sharing Protocol

Lightbulb Service

1. Partners/signatories

Leicestershire County Council – ISA Owner
Blaby District Council
Melton Borough Council
Charnwood Borough Council
Harborough District Council
Oadby & Wigston Borough Council
Hinckley & Bosworth Borough Council
North West Leicestershire District Council

Version Number	Amendments Made	Authorisation	Date
0.1	Draft KM	Kristie Marshman	16.12.16
0.2	Amendments KM	Kristie Marshman	05.01.17
0.3	Amendments TM & LC Lightbulb	Kristie Marshman	03.02.17
0.4	Amendments TM & LC Lightbulb	Kristie Marshman	15.02.17
0.5	Legal gateways added	Kristie Marshman	17.03.17
0.6	Hinckley & Bosworth Borough Council amendments	Kristie Marshman	12.04.17
0.7	LCC head of service comments	Kristie Marshman	20.04.17
1.0	Final after comments from LCC	Kristie Marshman	09.05.17
1.1	Email access amendments added	Kristie Marshman	22.06.17

2. Purpose - Why is there a need to share this information?

The Lightbulb programme, is a collaboration between the county council, district councils and other local partners and is designed to help older and vulnerable people stay safe and well in their own home for as long as possible.

Historically housing support in Leicestershire was both fragmented and complex to navigate. Support was funded and managed across eight local authorities meaning it was difficult for customers to know where to start. There were frequent handoffs and different housing support needs are often assessed and dealt with in isolation by different agencies, involving a range of different practitioners.

Lightbulb creates a new integrated, targeted and customer focussed pathway bringing together functions currently carried out by district and county councils. A locally developed 'Housing MOT' checklist acts as a toolkit to assess all the different issues that can affect people in and around their home; identifying any immediate concerns and looking for future, preventable problems.

Lightbulb will see partners (County and District Councils) working together to deliver relevant functions in an integrated way through a hub and spoke delivery model. The “spokes” consist of a Lightbulb team in each district council area (i.e. 7 local teams), supported by a central hub which will be operated by one of the district councils on behalf of all the organisations signed up to the Lightbulb Service.

These locally based Lightbulb teams, comprising Housing Support Co-ordinators, Technical officers and Occupational Therapists will deliver the housing support offer, ensuring Lightbulb is able to respond to local needs and conditions and capitalise on existing local networks and services. From the local team, the staff will be able to offer:

-) Assessment and order of minor adaptations and equipment;
-) Assessment and delivery of Disabled Fund Grants (DFG);
-) Assessment and resolution of wider practical housing support needs;
-) Support with housing related health and wellbeing needs;
-) Support with planning for future housing needs;
-) Advice, information and signposting to specialised organisations or services.

The role of the central hub is to provide, in a single place, key functions to support the local Lightbulb teams and ensure continued development of the service on behalf of all partners. Specifically:

-) **Resilience** - to be able to respond to sickness absence or temporary demand pressures etc in a particular area
-) **Quality assurance and co-ordination** – ensuring all local teams are operating a consistent service for customers. This will include centralised line management of local Lightbulb teams
-) **Performance management** – capturing data on the benefits of Lightbulb as a service model, informing service improvement and building the case to explore other funding sources
-) **Service development** – exploring opportunities and innovation

Partners have agreed to move forward on the basis that Blaby District Council will act as the central hub; employing a small staff team to carry out the functions outlined above. The hub staff team will comprise a Lightbulb Service Manager, two Senior Housing Support Co-ordinators and administrative support.

In terms of the spoke element, the Lightbulb service model allows the flexibility for District Councils to directly employ their local Lightbulb team (Occupational Therapist aside) or to delegate this function to the Blaby District Council, in its capacity as central hub operator, supported by appropriate legal agreements. As a result, the programme is moving forward

on the understanding that Blaby District Council will employ the staff team to deliver the spoke element on behalf of the following authorities:

Blaby District Council
Harborough District Council
Hinckley and Bosworth Borough Council
Oadby and Wigston Borough Council
North West Leicestershire Borough Council
Melton Borough Council

Charnwood Borough Council would employ their own Lightbulb team directly.

Occupational Therapists will be located within each Lightbulb team but will continue to be employed by the County Council in order to maintain links with other adult social care and health service and receive appropriate clinical supervision and management.

As part of the Lightbulb pathway, referrals will come predominantly from Leicestershire County Council Adults and Communities Customer Service Centre or First Contact Plus, into the locality spoke teams. Within the spoke teams, information about case can be passed from Occupational Therapists (Leicestershire County Council employees) and Housing Support Co-ordinators (district employees) and vice versa. Hub staff (employed by Blaby District Council) will liaise with all spoke team staff regarding cases.

Some pseudonymised personal information, collated using a person's NHS number could be shared through the PI Data Processing Agreement, as part of the Better Care Fund monitoring. Full details can be found in the Data Processing Agreement held by Leicestershire County Council. All Data Controllers to this agreement confirm they are aware and agreed to this process.

At a strategic level, a Management Board, comprising representatives from all partner organisations will maintain oversight and accountability for the Lightbulb Service.

3. Legal Basis –What law allows you to share this information?

Data Protection Act 1998

The Data Protection provides a legal framework that guides organisations on how personal and sensitive information on living individuals should be handled. Here are 8 key principles by which all organisations that are processing, storing or sharing personal information must adhere.

Of key importance to this sharing agreement are the conditions for processing under schedules 2 and 3.

These are the Schedule 2 conditions which apply: -

-) with the consent of the data subject
-) to establish or perform a contract with the data subject
-) to comply with a legal obligation
-) to protect the vital interests of the data subject

For the purposes of this information sharing agreement, sensitive personal information will need to be shared between partners. The Data Protection Act 1998 requires at least one schedule 3 condition to be satisfied for this sharing to be lawful.

These are the Schedule 3 conditions which apply: -

-) with the explicit consent of the data subject
-) to protect the vital interests of the data subject or another person
-) for the prevention of any unlawful act
-) for providing counselling, advice or any other service

The following are how all 8 Principles of the Data Protection Act 1998 are met:

Principle 1 - Processed fairly and lawfully

Fair processing notices will be provided to the individuals who are referred to the lightbulb service. Fair processing notices will be provided in paper form with consent forms where customers are visited by Lightbulb staff. The notices will be cascaded to Lightbulb customers through the Lightbulb partners own websites. Also, emails sent out by Lightbulb staff can provide links to the relevant website notices. It is recognised that the scope of Lightbulb and the many partners involved that people will require a very clear indication of who is processing their personal information and for what purposes. Fair processing notices will be clear and informative, with guidance to where Lightbulb customers can go with any questions they may have concerning how their personal information is being used.

This agreement specifies the schedule 2 and 3 conditions satisfied for the purposes of lawful sharing. Different conditions will be used for different circumstances surrounding the lightbulb project, but consent will be relied upon where possible, however, Lightbulb customers in some circumstances won't be able to give consent due to vulnerabilities, and the other schedule 2 and 3 conditions will be relied upon in these circumstances. It is worth noting that the schedule 3 condition of "Vital Interests" is unlikely to be required on a regular basis but due to the nature of the service, maybe relied upon in an emergency situation.

Principle 2 - Processed only for one or more specified purposes

Information shared under this agreement will be for the purposes of the Lightbulb Service only. Further processing or information sharing connected with Lightbulb, or for the benefit of Lightbulb customers, will be assessed individually as to whether personal information would be incompatible with the original purpose.

Principle 3 - Adequate, relevant and not excessive

Only information required for providing the services under the Lightbulb project should be obtained and/or processed. The minimum amount of information should be

collected/processed at any given time, however further information can be collected or processed as and when it is identified as relevant to the service and of benefit to the customer. The Adult Social Care IAS system, or similar/equivalent replacement system, will be used for collecting, holding and processing personal information. The IAS system holds more information on the customer than is required for Lightbulb, however staff will be limited to the profile areas they are given. User controls for IAS will also be done via procedures and guidance, which clearly, and with no room for misunderstanding by Lightbulb Employees, states what levels of access is acceptable and access to Lightbulb relevant information only is permitted. Information Security and Acceptable Use Policies from the organisations signing up to this agreement will also clarify appropriate staff access to IAS, where external organisations will be given access. Lightbulb management in each Lightbulb hub or spoke will take responsibility for ensuring staff are made aware of these restrictions, procedures and policies.

Principle 4 - Accurate and where possible kept up to date

All personal information collected from Lightbulb customers or processed for the Lightbulb project will be double checked at the time of collection or point of processing by employees processing the personal information at that time. Personal information should be checked with customers at contact times to ensure details have not changed, and information is still correct. This should be reflected in organisational guidance for Lightbulb staff.

The IAS system, which is Leicestershire County Councils Adults Social Care system, will be used to host information for Lightbulb, but will also contain Leicestershire County Councils adult social care information outside of the Lightbulb remit. This information will be kept accurate, and where possible, up to date, through Leicestershire County Council procedures and adherence to the Data Protection Act 1998 and won't be a responsibility of Lightbulb.

Principle 5 - Personal data shall not be kept for longer than is necessary

Partners to this agreement will keep and process personal information in line with their own retention and disposal policies, where information is collected, stored and processed outside of the IAS system. With regards to the IAS system, and information held within Leicestershire County Council's social care department, Leicestershire County Council's retention & disposal schedule will be followed.

Principle 6 - Processed in accordance with the rights of data subjects

Lightbulb customers may submit Subject Access Requests, or other requests, under the Data Protection Act to any of the organisations signed up to this agreement. Organisations signed up to this agreement will ensure they have official processes in place to answer any requests under the Data Protection Act 1998. Further information can be found in section 14 of this agreement.

Principle 7 - Appropriate technical and organisational measures to keep personal information secure

All partners confirm that all technical and organisational measures are in place and appropriate for the levels of personal information being processed. All training, policies, guidance and procedures surrounding the sharing and processing of personal data should be relevant, up to date and accessible to staff. Partners to this agreement will ensure all systems and transferring methods are secure and where appropriate monitored and checked on a regular basis. Where Leicestershire County Council systems are being accessed by partners, in particular Leicestershire Information Security and Acceptable Use Policy will be disseminated to all relevant staff by Lightbulb managers before access is granted.

Principle 8 - Transferred outside of the European Economic Area only if there is adequate provision.

Not applicable. The personal data will not be transferred outside of the EEA.

Listed below is the legislation relevant to the Schedule 2 (3) & 3(7)(1)(b) conditions under the Data Protection Act 1998 for complying with a legal obligation to support the lawful sharing of personal information under this Information Sharing Agreement.

Localism Act 2011

This has repealed the wellbeing powers of the Local Government Act 2000 (but not for Welsh Authorities). The general power of competence is a new power available to local authorities in England that will allow them to do “anything that individuals generally may do”. There are conditions placed on the use of the act where what the Local Authority wants to do is prohibited by another statute and as yet (July 2012) using the Localism Act to share information is untested by case law.

Current thinking within the Information Commissioners Office and the Improving Information Sharing and Management Exemplar Project is that this legislation can be used as a basis to share information to identify and work with individuals and families to improve service provision and provide a more holistic approach to social care.

Local Government Act 2000

Part 1 of the Local Government Act 2000 which gave local authorities powers to take any steps which they consider are likely to promote the well-being of their area or the inhabitants of it has been repealed and replaced by the Localism Act 2011.

Section 2 of the Local Government Act 2000 gives local authorities ‘a power to do anything which they consider is likely to achieve any one or more of the following objectives’:

- The promotion or improvement of the economic well-being of their area
- The promotion or improvement of the social well-being of their area
- The promotion or improvement of the environmental well-being of their area.

Section 4 of the Local Government Act 2000 introduces measures to bring partners together to help delivery the place shaping vision, making best use of resources across agencies and partnerships through local strategic partnerships.

The Care Act 2014

The Act gives local authorities a new legal responsibility to provide a care and support plan (or a support plan in the case of a carer).

Section 6 prescribes three duties to co-operate and is the principal power to share information contained in the Act.

Section 7 creates an enforceable duty to co-operate as between local authorities and other local authorities or their relevant partners.

The Housing Grants, Construction and Regenerations Act 1996, Section 1, to provide facilities for disabled persons in dwellings.

The Housing Act 1996 – Part 7 - (preventing and reducing homelessness)

- J Duty to make inquiries into cases of homelessness or threatened homelessness
- J Interim duty to accommodate in case of apparent need
- J Duty to persons becoming homeless intentionally
- J Duty to persons not in priority need who are not homeless intentionally
- J Duty to persons with priority need who are not homeless intentionally
- J Duties in case of threatened homelessness
- J Duties to applicant where case is considered for referral or referred
- J Discharge of functions: out of area placements
- J Protection of property: supplementary provisions
- J Co-operation between relevant housing authorities and bodies
- J Duty of local housing authority to provide advisory services

Health & Social Care (Safety and Quality) Act 2015

Section 3 - Duty to share information

This section applies in relation to information about an individual that is held by a relevant health or adult social care commissioner or Provider and the duty to ensure that information is disclosed to persons working for the relevant person and any other relevant health or adult social care commissioner or provider.

The Personal Care at Home Act 2010 and **The Health and Social Care Act 2012** also place requirements on local authorities to work together to deliver outcomes.

Part Chronically Sick & Disabled Persons Act 1970, s3 (Duties of housing authorities)

Race Relations (Amendment) Act 2000 – Promoting equality of access to housing.

The Human Rights Act 1998

Organisations can be directly challenged on action or inaction which leads to a breach of an individual's human rights.

Article 8 - the right to respect for private and family life, home and correspondence.

You may only interfere with the exercise of this right in accordance with the law and so far as is necessary in the interests of inter alia public safety and for the prevention of disorder or crime, or for the protection of health and morals. Individuals are entitled to enjoy the rights and freedoms set out in the Act without discrimination. Article 8 criteria met for the purposes of this agreement are as follows;

-) protection of health or morals
-) protection of the rights and freedom of others

4. What Information does each signatory need to share? And what will this information be used for? Will anyone else have access to this information?

Please see below table.

Providing Organisation	Receiving Organisation	Who is the Data Controller?	Information to be shared	What will this be used for?	Who will access this information?
LCC Adult Social Care (Customer service centre, OTs, other LCC social care staff)	Blaby DC Charnwood BC	Joint Data Controllers	IAS contact assessment type details	To act on issues/need identified through the assessment/contact	Referrer (LCC) Housing Support Co-ordinators (employed by Blaby DC, or Charnwood BC) Senior Housing Support Co-ordinators (Blaby DC) Service Manager (Blaby DC) Admin Officers (Blaby DC and Charnwood BC) Technical Officers (Blaby DC and Charnwood BC)
LCC (First Contact Plus)	As above	Joint Data Controllers	First Contact referral record – NB customer consent for referral is already in place	To act on issues/need identified through the First Contact record	Referrer (First Contact) Housing Support Co-ordinators (employed by Blaby DC, or Charnwood BC) Senior Housing Support Co-ordinators (Blaby DC) Service Manager (Blaby DC) Admin Officers (Blaby DC and Charnwood BC) Technical Officers (Blaby DC and Charnwood BC)
Harborough DC, NWL DC, Hinckley & Bosworth BC (possibly Oadby and Wigston BC)	Blaby DC	Joint Data Controllers	Basic referral details (name, address, nature of issue, contact details) – NB customer consent for referral would be obtained by providing organisation	To act on issues/need identified through referral	Referrer (originating district) Housing Support Co-ordinators (Blaby DC) Senior Housing Support Co-ordinators (Blaby DC) Service Manager (Blaby DC) Technical Officers (Blaby DC)

Blaby DC, Charnwood BC	LCC (Adult Social Care and First Contact)	Joint Data Controllers	Actions taken as a result of referral	Accountability and assurance that referral has been actioned correctly	District council Lightbulb staff (as above) that have actioned the referral First Contact staff (LCC) Adult Social Care staff (LCC)
Charnwood BC	Blaby DC	Joint Data Controllers	Actions taken by Charnwood BC Housing Support Co- ordinators as a result of referrals from LCC (lines 1 and 2 above) Actions taken by Charnwood Housing Support Co-ordinators as a result of referrals in Lightbulb directly from within their own authority	Supervision of Housing Support Co-ordinators employed by Charnwood BC by Senior Housing Support Co-ordinators and Service Manager employed by Blaby DC	Housing Support Co-ordinators (Charnwood BC) Senior Housing Support Co-ordinators (Blaby DC) Service Manager (Blaby DC)
Blaby DC, and Charnwood BC	LCC OTs	Joint Data Controllers	Basic referral details (name, address, nature of issue, contact details) – consent based?	To act on issues/need identified through a Housing Support Co- ordinator assessment that it would be more appropriate for an OT to deal with	Referrer (Blaby DC, Charnwood BC) OT (LCC)

Lightbulb may refer customers to other organisations not signed up to this agreement, if it is believed that those organisations can offer a relevant service. Where this happens any personal information will be securely passed on with consent from the Lightbulb customer and no further personal information will be returned to Lightbulb as part of this referral.

5. Who is the Data Controller?

For the purposes of this agreement organisations will be Joint Data Controllers. The signatories to this agreement are acting together to decide the purpose and manner of how the personal information is processed for the Lightbulb Service. All partners to this agreement are local authorities with certain responsibilities to provide services in regards to social care and housing. The processing of personal information by all signatories to this agreement will be completed under the Lightbulb Service.

6. Indemnity

Each Party will keep each of the other Parties fully indemnified against any and all costs, expenses, claims and liabilities arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending Party or its sub-contractors, employees, agents or any other person within the control of the offending Party of any data obtained in connection with this agreement.

Except where any limitation is proscribed by law such as but not limited to death or personal injury resulting from negligence (for which there shall be no limit), the maximum total aggregate liability of either Party to the other Party for loss and damage under or in connection with this Agreement or its subject matter due to the offending Party's breach, tort (including negligence), breach of statutory duty or otherwise howsoever arising shall not exceed five million UK pounds £5,000,000.00.

7. How are you going to keep information accurate?

Any information collected from the data subject should be double checked at the time of collection or point of processing by employees processing the personal information at that time. Further to initial collection, data should be checked with data subject at contact times after this point, to ensure details have not changed, and information is still correct.

8. How long will the information be kept?

All partners to this agreement will keep information only as long as decreed by their own retention and disposal policies. Due to the number and varied processing requirements, it is not reasonable to list all possibilities. By signing this agreement all partners confirm that they have in place a relevant retention and disposal policy and will abide by it for the purposes of processing under this agreement, where relevant.

9. How will we share and keep information secure?

Information will be shared via the Leicestershire County Council Adult Social Care system and secure email. Leicestershire County Council email access will be granted where appropriate to do so to partners of this agreement. Staff will be given a Leicestershire email address in order to carry out official Lightbulb business. Managers of these staff will ensure that Leicestershire County Councils Information Security and Acceptable Use Policy has been read and understood before access is to be granted.

Sharing outside of these methods will be done so as per Appendix A to this agreement "Sharing & Destruction Methods".

10. What if we want to use the information for something else?

If any organisation wishes to use the information which they have been given under this agreement for any purpose other than that in Section 2, they must consult with relevant partners to ascertain whether this additional sharing and processing is appropriate and compliant with the agreed methods as stated and the relevant legislation.

11. What do we do if information is lost, inappropriately disclosed, or misused?

If any information which is shared under this agreement is lost, stolen, or disclosed to someone who should not have seen it this is not only a breach of confidentiality but is likely to be a breach of the Data Protection Act (for which the Data Controller can be fined up to £500,000). If the information is deliberately accessed and/or disclosed by someone who is not entitled to see or use it this person may have committed a criminal offence under the Data Protection Act 1998 or the Computer Misuse Act 1990. Information may be deleted when it should have been kept. These are all information breaches.

It is important that the organisation(s) which provided the information are told as soon as possible so that they can risk assess what has happened – they may need to tell individuals what has happened to their information and they may need to tell the Information Commissioner. An investigation may have to be done by the police or the Information Commissioner so evidence (audit trails, printouts, etc) may need to be recovered.

The organisation where the breach occurred will need to do an internal investigation and this may lead to disciplinary action or identify processes which need to be changed.

Each organisation should provide contact details of the post in their organisation who should be informed if an information breach occurs in the table below.

Organisation	Post	Email	Telephone
Leicestershire County Council	Policy & Assurance Manager	policyandassurance@leics.gov.uk	0116 3058257
Blaby District Council			
Harborough District Council			
Melton Borough Council			
Charnwood			

Borough Council			
Hinckley & Bosworth Borough Council			
Oadby & Wigston Borough Council			
North West Leicestershire District Council			

12. How will you check if your colleagues are complying with this agreement and if it is still current?

All partners should review this agreement one year from signature. After this it should be reviewed every three years unless there has been some change (legislation, need to extend organisations involved, etc) which needs the agreement to be updated. This should be done in partnership between the department and their data protection teams. If at any time sharing requirements change, departments are responsible for contacting their data protection team to implement appropriate changes and decide upon re-signature. Annual monitoring of the requirements set out in this agreement should take place by the department responsible for the daily sharing. Appendix B gives a basic checklist to be completed annually by partners to this agreement. The completed checklist should be kept on file with the relevant partners data protection teams.

13. What happens if there is a major security breach?

Any organisation can suspend this ISA for 45 days if security has been seriously breached. This should be in writing and provide evidence of what went wrong. A representative from each organisation should meet asap (no longer than 14 days) to carry out a Risk Assessment and Resolution meeting.

Termination of this ISA should be in writing to all other Partner Organisations giving at least 30 days' notice.

14. What do we do if we are asked to disclose information which we receive under this ISA?

You may receive a request under the Freedom of Information Act 2000 or the Data Protection Act 1998. In Leicester, Leicestershire and Rutland it has been agreed that when an organisation receives a request for information which has been shared under an ISA the organisation which receives the request will tell the organisation which provided the information and ask for their views about the disclosure of the information so this can inform the decision making process.

15. Who are the operationally responsible people in each organisation?

Information sharing activity should be reviewed and monitored by the department responsible for the sharing, from an operational standpoint. The below signature identifies whom in the organisation is responsible for the day to day sharing of information. This person confirms that the actions and processes documented in this

agreement are adhered to and followed and that relevant policies, procedures and guidance are in place and that their staff have read them.

On behalf of Blaby District Council:

Name:
Post:
Address:
Tel:
Email:

On behalf of Leicestershire County Council:

Name: Ros Speight
Post: Head of Service – Department Support Services
Address: County Hall, Glenfield, Leicester, LE3 8RL
Tel: 0116 305 7534
Email: ros.speight@leics.gov.uk

On behalf of Melton Borough Council:

Name:
Post:
Address:
Tel:
Email:

On behalf of Harborough District Council:

Name:
Post:
Address:
Tel:
Email:

On behalf of Oadby & Wigston Borough Council:

Name:
Post:
Address:
Tel:
Email:

On behalf of Hinckley & Bosworth Borough Council:

Name:
Post:
Address:
Tel:
Email:

On behalf of Charnwood Borough Council:

Name:
Post:
Address:
Tel:
Email:

On behalf of North West Leicestershire District Council:

Name:
Post:
Address:
Tel:
Email:

16. Who are the Appropriate Signatories in each organisation?

Each Partner should identify who is the most appropriate post holder within their agency to sign the ISA having taken account of their organisational policy and the fact that the signatory must have delegated responsibility to commit their organisation to the agreement. Don't forget this is the person who is making the commitment on behalf of the organisation that the conditions in this ISA will be complied with.

Signed on behalf of Blaby District Council:

Name _____

Role _____

Signature _____

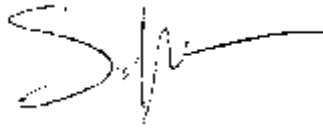
Organisation _____

Date _____

Signed on behalf of Leicestershire County Council

Name	Jon Wilson	Sandy McMillan
Role	Director of Adults and Communities Strategic Services (Caldicott Guardian)	Assistant Director -

Signature 



Organisation	Leicestershire County Council	Leicestershire County
Date	30 August 2017	30 August 2017

Signed on behalf of Harborough District Council:

Name _____
Role _____
Signature _____
Organisation _____
Date _____

Signed on behalf of Charnwood Borough Council

Name _____
Role _____
Signature _____
Organisation _____
Date _____

Signed on behalf of Melton Borough Council:

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of Oadby & Wigston Borough Council:

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of Hinckley & Bosworth Borough Council

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of North West Leicestershire District Council

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Appendix A

Sharing & Destruction Methods	Security Requirements
Organisation Data Network (e.g. internal email)	<p>Recommend passwording attachments for sensitive personal data in case it is sent to wrong email address. No personal data in subject title, or sensitive personal data in body of email. Use of GCSx network where available.</p> <p>Recommend turning off autofill of address field.</p>
Email between partners	<p>Passwording attachments for sensitive personal data in case it is sent to wrong email address. No personal data in subject title, or sensitive personal data in body of email</p> <p>To/from Police: Restricted or sensitive personal data only to emails using PNN, GSI, CJSM or MOD secure addressing conventions or via GCSx and PSN connections.</p> <p>To/From NHS: Secure transfer as agreed with health partners (currently under discussion county-wide due to new health arrangements - To be updated when agreed).</p>
Laptops, removable media, USB, etc	<p>Must be owned by the employer and encrypted. No personal information from any of the organisations in this ISA is to be loaded to personally owned removable media.</p>

Electronic storage of information	<p>Has the application where it will be stored been pen tested? In other words, could someone hack into it? Check with your IT department.</p> <p>How will access to the information be restricted. Please say how this will be done</p> <p>Is there an audit trail which will show who has accessed a record.</p>
Vetting/clearance of staff	Have the staff who will receive and access the information been vetted.
Internal and public telephone network	May be used.
Mobile telephone (voice and text)	<p>Digital cell phones may be used.</p> <p>Only use analogue cell phones if operationally urgent, use guarded speech and keep conversation brief.</p>
Fax	<p>Note faxes are legacy technology and are NOT to be used unless there is no alternative. If no alternative, check recipient is on hand to receive.</p> <p>Send cover sheet first and wait for confirmation before sending.</p>
Storage of papers	Protected by one barrier, e.g. a locked container within a secure building/room. Locked

	filing cabinet for storage if home working.
Disposal of papers	Use secure waste sacks if organisation has system in place and make sure they are secure when left unattended or collected for destruction. Shred personal information if it is very sensitive.
Disposal of magnetic media	All types of discs and other storage devices – dismantle and destroy by disintegrating, pulverising, melting or shredding then dispose with normal waste/recycling following destruction.
Movement within organisation via internal mail	In a sealed envelope with protective marking shown.
Movement between partner agencies	By post or courier in a sealed envelope.
Movement between workplace and home / mobile office	On encrypted memory stick or lockable briefcase. Locked filing cabinet for storage if home working.

* If organisations do not find it possible to apply the appropriate security this should be discussed with the originator.

Appendix B

Annual Checklist for Compliance Monitoring.

The central hub will be responsible for reminding all signatories when the annual checklist requires completing. Once completed they should be returned to the central hub, where they will be stored on behalf of all partners to this agreement. This checklist should be completed annually until the Lightbulb Service is no longer running

This should be completed by the responsible person identified at Section 15 of this agreement in conjunction with the data protection team where required.

1. Are customers of the Lightbulb service given appropriate fair processing notices? *Yes/No*
 - a. Are the fair processing notices up to date? *Yes/No*
 - b. Have any changes to the service been recognised in the fair processing notices and updated? *Yes/No*
 - c. Are the fair processing notices in an accessible form? *Yes/No*
2. Are the schedule 2 and 3 conditions still relevant? *Yes/No*
 - a. Is the sharing still taking place within the identified schedule 2 and 3 conditions only? *Yes/No*
3. Is the processing being carried out only for the purposes identified in section 1 of this agreement, and no further processing taking place? *Yes/No*
4. Has the information gathered and processed for Lightbulb been checked for relevance? *Yes/No*
 - a. Are the minimum amounts of personal data being collected and processed for the services provided? *Yes/No*
5. Are regular checks made by Lightbulb staff to ensure the accuracy of the personal data processed? *Yes/No*
6. Have regular checks been made to ensure personal information is not kept outside organisational retention schedules? *Yes/No*
7. Does your organisation have expected guidance and process for customers to access their personal information? *Yes/No*
8. Are appropriate technical and organisational measures in place for the protection of personal information? *Yes/No*
 - a. Have the Lightbulb staff in your organisation completed (at the very least) the minimum organisational Data Protection training? *Yes/No*
 - b. Have relevant policies, procedures and guidance been made available to Lightbulb staff? *Yes/No*
 - c. Are all relevant systems up to date with IT security requirements, updates and patches etc? *Yes/No*
9. Is any personal information transferred outside of the EEA under this agreement? *Yes/No*

I confirm that the above checks have been made and confirmation as documented is correct.

Organisation:

Name:

Post:

Date:

Contact details:

Date of next monitoring check.....

Schedule 5 Lightbulb Programme

Description of the Lightbulb Programme

1 Lightbulb Service

1 Introduction

- 1.1 Adult social care in Leicestershire is changing. Leicestershire County Councils focus will be to promote, maintain and enhance people's independence so that they are healthier, stronger and more resilient. The County Council is committed to make the best use of the available resources to keep people in Leicestershire independent.
- 1.2 Over the next five years the health and care system across Leicester, Leicestershire and Rutland (LLR) will be transformed through the Better Care Together (BCT) programme. More health and care will be delivered in community settings in the future with all partners focused on reducing unnecessary admissions to hospitals and care homes, reducing delayed discharges from hospital, and providing a much stronger platform of integrated and preventative community services.
- 1.3 The Lightbulb Programme is a collaboration between the County Council, District Councils and other local partners and has been designed to help older and vulnerable people stay safe and well in their own home for as long as possible.
- 1.4 Historically, housing support in Leicestershire has been both fragmented and complex to navigate. Lightbulb creates a new integrated, targeted and customer focussed pathway bringing together functions carried out by District Councils signed up to the Lightbulb Service.

2 General Overview

- 2.1 The Lightbulb Service will operate on a hub and spoke model. The "spokes" comprise of a Lightbulb team in each District Council, i.e. seven local teams. These teams will be supported by a central hub which it has agreed by all partners will be operated by Blaby District Council.
- 2.2 The role of the Central Hub is to provide, in a single place, key functions to support the local Lightbulb teams and ensure continued development of the Lightbulb service on behalf of all partners. The Central Hub will deliver the following functions:
-) Management
 -) Resilience
 -) Quality assurance
 -) Performance monitoring and management

-) Service development

2.3 The Lightbulb Service will deliver an integrated service offer, bringing together functions currently carried out across both County and District Councils. The Service offer will comprise of:

-) Assessment and ordering of minor adaptations and equipment
-) Assessment and delivery of Disabled Facilities Grants
-) Assessment and resolution of wider practical housing support needs
-) Support with housing related and wellbeing needs
-) Support with planning for future housing needs
-) Advice, information and signposting to specialist organisations

2.4 The Lightbulb service offer will become fully operational across Leicestershire from 1st October 2017. Prior to this, Blaby District Council will offer the new service from, 2nd May 2017, this will enable the Lightbulb service to be fully tested and any necessary amendments to be made to the model prior to the full roll out in October.

3. Functions of the Central Hub

3.1 The Central Hub will provide the following core functions:

1. *Quality Assurance, co-ordination and oversight across local Lightbulb teams:* ensuring all local teams are operating a consistent service for customers. This will include:
 -) Management of local Lightbulb team staff (not including Occupational Therapists who will retain separate line management arrangements through Adult Social Care). For District/Borough Council who may choose to employ their own Lightbulb team, this could take the form of matrix management on agreement from partners
 -) Acting as a point of contact for advice and information for local Lightbulb teams
 -) Ensuring agreed, countywide processes and pathways are operating consistently across the local Lightbulb teams
 -) Supporting local Lightbulb teams to implement, improve and develop the service in their area
 -) Co-ordinating development and training opportunities for local Lightbulb team staff
 -) Ensuring all local Lightbulb teams are compliant with relevant regulations and legislation.
2. *Resilience for Lightbulb teams:* Senior Housing Support Co-Ordinators can be available to provide a response, for example, to long term sickness absence or temporary demand

pressures etc. in a particular area. The nature of this response may differ, depending on circumstances but will include:

-) Acting as a point of contact for advice and information for Council staff
 -) Acting as a point of contact for urgent customer enquiries
 -) Case work (on a limited basis).
3. *Performance management and reporting:* the Service Manager, supported by the Admin Officer, will be responsible for performance management across the Lightbulb service in line with the agreed performance framework. This will include:
-) Liaising with local Lightbulb teams to collect standardised performance data
 -) Preparing the Lightbulb performance dashboard and/or other reports in line with the performance framework on a monthly basis
 -) Analysis of monthly performance information to identify and put in place strategies to address poor performance or other trends or performance issues
 -) Annual review of the performance framework.
4. *Continuous improvement and strategic service development:* the Service Manager will be responsible for:
-) Exploring opportunities and innovation to drive Lightbulb forward
 -) Working across partners to address areas for continuous improvement in the Lightbulb service
 -) Ensuring the Lightbulb service continues to provide the best outcomes for stakeholders
 -) Identifying and developing funding opportunities to support service growth.
5. *Servicing Lightbulb governance arrangements and Lightbulb promotion:* the Service Manager, supported by the Admin Officer will:
-) Service meetings of the Lightbulb Board(s) and act as the partnership link
 -) Ensure all necessary supporting agreements between partners (for example, Information Sharing Agreement) are in place and up to date
 -) Act as the Lightbulb representative on other partnership Groups
 -) Develop and maintain the Lightbulb communications plan
 -) Develop and maintain relationships with key partners
 -) Promote the achievements of the Lightbulb service and service transformation.

3.2 The Central Hub will be accountable to partners through the Lightbulb Programme/Management Board.

4. Functions of the Lightbulb Locality Teams

4.1 The majority of new work to the Lightbulb Locality Team will arrive either from:

) Customer Service Centre (CSC) via electronic tray overnight

Or

) First Contact Team via email alert

4.2 A small amount of new work for Locality Lightbulb teams may come from other existing routes, including direct from the public. For example, customers who need Housing Support Grants or Loans advice will be allocated to HSCs.

4.3 The Lightbulb Locality Admin Worker (LLAW) should make initial contact with the customer by telephone (or by preferred method of contact) within 24 hours (or one working day) of receiving the referral.

4.4 After contact is made with the customer, the LLAW should:

) allocate the case to the appropriate worker (HSC or OT) on LAS

) record the date and time of the visit on LAS case notes

) update the caseworker's Outlook calendar with the initial appointment, including the relevant LAS number.

) The LLAW should not allocate the case to an HSC or OT until initial contact is successfully made with the customer.

4.5 *Minimum Standards for Attempting Contact:* At least three attempts to make contact with the customer (or their representative) must be documented. This could be by telephone, email or letter depending on their preferred method of contact. Any telephone contacts should be attempted on different times of the day, on different days during different weeks.

4.6 If there has still been no contact after three attempts, a letter should be sent by the LLAW asking the customer (or their representative) to make contact within two weeks or advising that the case will be closed.

4.7 *Initial Assessment Visit:* This is the first visit with the customer. Its purpose is to fully assess the customer's needs in order to determine the support required. Under the Lightbulb model both Housing Support Co-ordinators (HSC) and Occupational Therapists (OT) will be undertaking initial assessment visits.

4.8 Further in depth information and detail about the role of the Lightbulb Locality Teams and their day to day processes can be found in the Locality Lightbulb Process Manual (Appendix 2), all Lightbulb staff are expected to work to this manual and follow the guidance included within it.

5. Staffing

5.1 The Central Hub staff team will be employees of Blaby District Council and will comprise the following roles:

1x Lightbulb Service Manager

2x Senior Housing Support Co-ordinator

1x Lightbulb Hub Administration Officer

5.2 Each of the seven Lightbulb teams in the individual districts will have:

1x Housing Support Co-ordinator/s

[?Technical Officer](#)

Occupational Therapists (not employed by the District Council).

5.3 Senior Housing Support Officers, the OT Manager and the Lightbulb Service Manager will conduct one to one supervisions with staff. As part of this they will review current caseloads and discuss the need to close cases.

6. Locations and Operating Hours

6.1 Both the Blaby Lightbulb team and the Central Hub will be based at:

Blaby District Council

Council Offices
Desford Road
Narborough
Leicestershire, LE19 2EP

6.2 There will be Lightbulb Locality teams based at each of the following locations:

Charnwood District Council

Council Offices

Southfield Road

Loughborough

LE11 2TX

Harborough District Council

The Symington Building

Adam and Eve Street

Market Harborough

Leicestershire

LE16 7AG

Hinckley and Bosworth District Council

Hinckley Hub

Rugby Rd

Hinckley

LE10 0FR

Melton Borough Council

Parkside

Station Approach

Burton Street

Melton Mowbray

Leicestershire

LE13 1GH

North West Leicestershire District Council

Council Offices

Coalville

Leicestershire

LE67 3FJ

Oadby and Wigston Borough Council

Council Offices

Station Road

Wigston

Leicestershire

LE18 2DR

6.3 Each of the Lightbulb Services listed above will operate within their normal District/Borough Council hours or business.

7. Performance Monitoring

- 7.1 It is the responsibility of all Lightbulb staff to record performance information as part of their day-to-day role.
- 7.2 Pre and post intervention questionnaires should be completed with all customers who access services under Lightbulb. The pre-intervention questionnaire should be completed by the HSC or OT at the initial visit. The post-intervention questionnaire can either be completed by telephone by the LLAW (at the request of the HSC, OT or TO) or by the HSC, OT or TO at the final visit. It is then the LLAW's responsibility to record the scores on a central spreadsheet.
- 7.3 All HSC's are required to complete a case study each quarter to be sent to the Central Hub as a way of gathering information.

8. Safeguarding

- 8.1 Locality Lightbulb teams are comprised of officers employed from different agencies. All officers are expected to report any safeguarding concerns in line with their own organisation's policies for safeguarding children, young people and vulnerable adults.
- 8.2 Any concerns should be reported to the officers line manager as a matter of urgency.
- 8.3 If a service user is in immediate danger or in need of emergency services, the officer should call 999 without delay.

Schedule 6

Governance: Management Board and Delivery Group

A Management Board and Delivery Group has been established as the forum for consultation, discussion, resolution of strategic risks, issues and recommendations on aspects of delivery and strategy for the Lightbulb Programme

Membership

- 1.2 The Delivery Group and Management Board will comprise senior officers from all partner organisations.
- 1.3 The Delivery Group and Management Board will appoint a Chair person.

Frequency of Meetings

- 1.4 The Delivery Group and Management Board will meet quarterly

Purpose

- 1.5 The Delivery Group will oversee the operation, performance and ongoing development of the Lightbulb Programme as it is implemented and embedded.
-) Identify barriers, risk and issues and escalate these to the Management Board, together with solutions
 -) Identify and take forward areas for future development and improvement, as agreed by the Management Board
- 1.6 The Management Board will provide strategic leadership, direction and assurance as the service is implemented and embedded in accordance with the terms, conditions and specifications set out in the agreed legal framework.
-) Ensure that the Lightbulb Programme remains consistent with key strategies
 -) Champion and drive the Lightbulb Programme forward; outcomes ensuring benefits are fully realised
- 1.7 Both groups will receive and review reports and provide approval on the following matters:
- o Monitoring of financial expenditure, projected and actual.
 - o Approving the budget for Contract Years after the first complete Contract Year.
 - o Monitoring of service delivery.
 - o Exception reporting on emergent issues that may impact on service delivery,

Constitutional powers of the Delivery Group and Management Board

- 1.8 The Delivery Group and Management Board will have no constitutional powers.

Information Sharing Agreement

Lightbulb Service

1. Partners/signatories

Leicestershire County Council – ISA Owner
Blaby District Council
Melton Borough Council
Charnwood Borough Council
Harborough District Council
Oadby & Wigston Borough Council
Hinckley & Bosworth Borough Council
North West Leicestershire District Council

Version Number	Amendments Made	Authorisation	Date
0.1	Draft KM	Kristie Marshman	16.12.16
0.2	Amendments KM	Kristie Marshman	05.01.17
0.3	Amendments TM & LC Lightbulb	Kristie Marshman	03.02.17
0.4	Amendments TM & LC Lightbulb	Kristie Marshman	15.02.17
0.5	Legal gateways added	Kristie Marshman	17.03.17
0.6	Hinckley & Bosworth Borough Council amendments	Kristie Marshman	12.04.17
0.7	LCC head of service comments	Kristie Marshman	20.04.17
1.0	Final after comments from LCC	Kristie Marshman	09.05.17
1.1	Email access amendments added	Kristie Marshman	22.06.17
2.0	Amendments to LCC access from Partners	Kristie Marshman	05.10.17

2. Purpose - Why is there a need to share this information?

The Lightbulb programme, is a collaboration between the county council, district councils and other local partners and is designed to help older and vulnerable people stay safe and well in their own home for as long as possible.

Historically housing support in Leicestershire was both fragmented and complex to navigate. Support was funded and managed across eight local authorities meaning it was difficult for customers to know where to start. There were frequent handoffs and different housing support needs are often assessed and dealt with in isolation by different agencies, involving a range of different practitioners.

Lightbulb creates a new integrated, targeted and customer focussed pathway bringing together functions currently carried out by district and county councils. A locally developed 'Housing MOT' checklist acts as a toolkit to assess all the different issues that can affect people in and around their home; identifying any immediate concerns and looking for future, preventable problems.

Lightbulb will see partners (County and District Councils) working together to deliver relevant functions in an integrated way through a hub and spoke delivery model. The "spokes" consist of a Lightbulb team in each district council area (i.e. 7 local teams), supported by a central hub which will be operated by one of the district councils on behalf of all the organisations signed up to the Lightbulb Service.

These locally based Lightbulb teams, comprising Housing Support Co-ordinators, Technical officers and Occupational Therapists will deliver the housing support offer, ensuring Lightbulb is able to respond to local needs and conditions and capitalise on existing local networks and services. From the local team, the staff will be able to offer:

-) Assessment and order of minor adaptations and equipment;
-) Assessment and delivery of Disabled Fund Grants (DFG);
-) Assessment and resolution of wider practical housing support needs;

-) Support with housing related health and wellbeing needs;
-) Support with planning for future housing needs;
-) Advice, information and signposting to specialised organisations or services.

The role of the central hub is to provide, in a single place, key functions to support the local Lightbulb teams and ensure continued development of the service on behalf of all partners. Specifically:

-) **Resilience** - to be able to respond to sickness absence or temporary demand pressures etc in a particular area
-) **Quality assurance and co-ordination** – ensuring all local teams are operating a consistent service for customers. This will include centralised line management of local Lightbulb teams
-) **Performance management** – capturing data on the benefits of Lightbulb as a service model, informing service improvement and building the case to explore other funding sources
-) **Service development** – exploring opportunities and innovation

Partners have agreed to move forward on the basis that Blaby District Council will act as the central hub; employing a small staff team to carry out the functions outlined above. The hub staff team will comprise a Lightbulb Service Manager, two Senior Housing Support Co-ordinators and administrative support.

In terms of the spoke element, the Lightbulb service model allows the flexibility for District Councils to directly employ their local Lightbulb team (Occupational Therapist aside) or to delegate this function to the Blaby District Council, in its capacity as central hub operator, supported by appropriate legal agreements. As a result, the programme is moving forward on the understanding that Blaby District Council will employ the staff team to deliver the spoke element on behalf of the following authorities:

Blaby District Council
Harborough District Council
Hinckley and Bosworth Borough Council
Oadby and Wigston Borough Council

North West Leicestershire Borough Council

Melton Borough Council and Charnwood Borough Council would employ their own Lightbulb team directly.

Occupational Therapists will be located within each Lightbulb team but will continue to be employed by the County Council in order to maintain links with other adult social care and health service and receive appropriate clinical supervision and management.

As part of the Lightbulb pathway, referrals will come predominantly from Leicestershire County Council Adults and Communities Customer Service Centre or First Contact Plus, into the locality spoke teams. Within the spoke teams, information about case can be passed from Occupational Therapists (Leicestershire County Council employees) and Housing Support Co-ordinators (district employees) and vice versa. Hub staff (employed by Blaby District Council) will liaise with all spoke team staff regarding cases.

Some pseudonymised personal information, collated using a person's NHS number could be shared through the PI Data Processing Agreement, as part of the Better Care Fund monitoring. Full details can be found in the Data Processing Agreement held by Leicestershire County Council. All Data Controllers to this agreement confirm they are aware and agreed to this process.

At a strategic level, a Management Board, comprising representatives from all partner organisations will maintain oversight and accountability for the Lightbulb Service.

3. Legal Basis –What law allows you to share this information?

Data Protection Act 1998

The Data Protection provides a legal framework that guides organisations on how personal and sensitive information on living individuals should be handled.

Here are 8 key principles by which all organisations that are processing, storing or sharing personal information must adhere.

Of key importance to this sharing agreement are the conditions for processing under schedules 2 and 3.

These are the Schedule 2 conditions which apply: -

-) with the consent of the data subject
-) to establish or perform a contract with the data subject
-) to comply with a legal obligation
-) to protect the vital interests of the data subject

For the purposes of this information sharing agreement, sensitive personal information will need to be shared between partners. The Data Protection Act 1998 requires at least one schedule 3 condition to be satisfied for this sharing to be lawful.

These are the Schedule 3 conditions which apply: -

-) with the explicit consent of the data subject
-) to protect the vital interests of the data subject or another person
-) for the prevention of any unlawful act
-) for providing counselling, advice or any other service

The following are how all 8 Principles of the Data Protection Act 1998 are met:

Principle1 - Processed fairly and lawfully

Fair processing notices will be provided to the individuals who are referred to the lightbulb service. Fair processing notices will be provided in paper form with consent forms where customers are visited by Lightbulb staff. The notices will be cascaded to Lightbulb customers through the Lightbulb partners own websites. Also, emails sent out by Lightbulb staff can provide links to the relevant website notices. It is recognised that the scope of Lightbulb and the many partners involved that

people will require a very clear indication of who is processing their personal information and for what purposes. Fair processing notices will be clear and informative, with guidance to where Lightbulb customers can go with any questions they may have concerning how their personal information is being used.

This agreement specifies the schedule 2 and 3 conditions satisfied for the purposes of lawful sharing. Different conditions will be used for different circumstances surrounding the lightbulb project, but consent will be relied upon where possible, however, Lightbulb customers in some circumstances won't be able to give consent due to vulnerabilities, and the other schedule 2 and 3 conditions will be relied upon in these circumstances. It is worth noting that the schedule 3 condition of "Vital Interests" is unlikely to be required on a regular basis but due to the nature of the service, maybe relied upon in an emergency situation.

Principle 2 - Processed only for one or more specified purposes

Information shared under this agreement will be for the purposes of the Lightbulb Service only. Further processing or information sharing connected with Lightbulb, or for the benefit of Lightbulb customers, will be assessed individually as to whether personal information would be incompatible with the original purpose.

Principle 3 - Adequate, relevant and not excessive

Only information required for providing the services under the Lightbulb project should be obtained and/or processed. The minimum amount of information should be collected/processed at any given time, however further information can be collected or processed as and when it is identified as relevant to the service and of benefit to the customer. The Adult Social Care IAS system, or similar/equivalent replacement system, will be used for collecting, holding and processing personal information. The IAS system holds more information on the customer than is required for Lightbulb, however staff will be limited to the profile areas they are given. User controls for IAS will also be done via procedures and guidance, which clearly, and with no room for misunderstanding by Lightbulb Employees, states what levels of access is acceptable and access to Lightbulb relevant information only is permitted. Information Security and Acceptable Use Policies from the organisations signing up to this agreement will also clarify appropriate staff access to IAS, where external organisations will

be given access. Lightbulb management in each Lightbulb hub or spoke will take responsibility for ensuring staff are made aware of these restrictions, procedures and policies.

Principle 4 - Accurate and where possible kept up to date

All personal information collected from Lightbulb customers or processed for the Lightbulb project will be double checked at the time of collection or point of processing by employees processing the personal information at that time. Personal information should be checked with customers at contact times to ensure details have not changed, and information is still correct. This should be reflected in organisational guidance for Lightbulb staff.

The IAS system, which is Leicestershire County Councils Adults Social Care system, will be used to host information for Lightbulb, but will also contain Leicestershire County Councils adult social care information outside of the Lightbulb remit. This information will be kept accurate, and where possible, up to date, through Leicestershire County Council procedures and adherence to the Data Protection Act 1998 and won't be a responsibility of Lightbulb.

Principle 5 - Personal data shall not be kept for longer than is necessary

Partners to this agreement will keep and process personal information in line with their own retention and disposal policies, where information is collected, stored and processed outside of the IAS system. With regards to the IAS system, and information held within Leicestershire County Council's social care department, Leicestershire County Council's retention & disposal schedule will be followed.

Principle 6 - Processed in accordance with the rights of data subjects

Lightbulb customers may submit Subject Access Requests, or other requests, under the Data Protection Act to any of the organisations signed up to this agreement. Organisations signed up to this agreement will ensure they have official processes in place to answer any requests under the Data Protection Act 1998. Further information can be found in section 14 of this agreement.

Principle 7 - Appropriate technical and organisational measures to keep personal information secure

All partners confirm that all technical and organisational measures are in place and appropriate for the levels of personal information being processed. All training, policies, guidance and procedures surrounding the sharing and processing of personal data should be relevant, up to date and accessible to staff. Partners to this agreement will ensure all systems and transferring methods are secure and where appropriate monitored and checked on a regular basis. Where Leicestershire County Council systems are being accessed by partners, in particular Leicestershire Information Security and Acceptable Use Policy, will be disseminated to all relevant staff by Lightbulb managers before access is granted. LCC Trusted Third Party Agreements are in place, where required, to ensure that LCC email access, IAS access and external printing capability is managed and compliant with LCC policy and process, to ensure security of personal data processed for Lightbulb.

Principle 8 - Transferred outside of the European Economic Area only if there is adequate provision.

Not applicable. The personal data will not be transferred outside of the EEA.

Listed below is the legislation relevant to the Schedule 2 (3) & 3(7)(1)(b) conditions under the Data Protection Act 1998 for complying with a legal obligation to support the lawful sharing of personal information under this Information Sharing Agreement.

Localism Act 2011

This has repealed the wellbeing powers of the Local Government Act 2000 (but not for Welsh Authorities). The general power of competence is a new power available to local authorities in England that will allow them to do “anything that individuals generally may do”. There are conditions placed on the use of the act where what the Local Authority wants to do is prohibited by another statute and as yet (July 2012) using the Localism Act to share information is untested by case law. Current thinking within the Information Commissioners Office and the Improving Information Sharing and Management Exemplar Project is that this legislation can be used as a basis to share information to identify and work with individuals and families to improve service provision and provide a more holistic approach to social care.

Local Government Act 2000

Part 1 of the Local Government Act 2000 which gave local authorities powers to take any steps which they consider are likely to promote the well-being of their area or the inhabitants of it has been repealed and replaced by the Localism Act 2011.

Section 2 of the Local Government Act 2000 gives local authorities 'a power to do anything which they consider is likely to achieve any one or more of the following objectives':

The promotion or improvement of the economic well-being of their area

The promotion or improvement of the social well-being of their area

The promotion or improvement of the environmental well-being of their area.

Section 4 of the Local Government Act 2000 introduces measures to bring partners together to help delivery the place shaping vision, making best use of resources across agencies and partnerships through local strategic partnerships.

The Care Act 2014

The Act gives local authorities a new legal responsibility to provide a care and support plan (or a support plan in the case of a carer).

Section 6 prescribes three duties to co-operate and is the principal power to share information contained in the Act.

Section 7 creates an enforceable duty to co-operate as between local authorities and other local authorities or their relevant partners.

The Housing Grants, Construction and Regenerations Act 1996, Section 1, to provide facilities for disabled persons in dwellings.

The Housing Act 1996 – Part 7 - (preventing and reducing homelessness)

-) Duty to make inquiries into cases of homelessness or threatened homelessness
-) Interim duty to accommodate in case of apparent need
-) Duty to persons becoming homeless intentionally
-) Duty to persons not in priority need who are not homeless intentionally
-) Duty to persons with priority need who are not homeless intentionally
-) Duties in case of threatened homelessness
-) Duties to applicant where case is considered for referral or referred
-) Discharge of functions: out of area placements
-) Protection of property: supplementary provisions
-) Co-operation between relevant housing authorities and bodies
-) Duty of local housing authority to provide advisory services

Health & Social Care (Safety and Quality) Act 2015

Section 3 - Duty to share information

This section applies in relation to information about an individual that is held by a relevant health or adult social care commissioner or Provider and the duty to ensure that information is disclosed to persons working for the relevant person and any other relevant health or adult social care commissioner or provider.

The Personal Care at Home Act 2010 and **The Health and Social Care Act 2012** also place requirements on local authorities to work together to deliver outcomes.

Part Chronically Sick & Disabled Persons Act 1970, s3 (Duties of housing authorities)

Race Relations (Amendment) Act 2000 – Promoting equality of access to housing.

The Human Rights Act 1998

Organisations can be directly challenged on action or inaction which leads to a breach of an individual's human rights.

Article 8 - the right to respect for private and family life, home and correspondence.

You may only interfere with the exercise of this right in accordance with the law and so far as is necessary in the interests of inter alia public safety and for the prevention of disorder or crime, or for the protection of health and morals. Individuals are entitled to enjoy the rights and freedoms set out in the Act without discrimination. Article 8 criteria met for the purposes of this agreement are as follows;

-) protection of health or morals
-) protection of the rights and freedom of others

4. What Information does each signatory need to share? And what will this information be used for? Will anyone else have access to this information?

Please see below table.

Providing Organisation	Receiving Organisation	Who is the Data Controller?	Information to be shared	What will this be used for?	Who will access this information?
LCC Adult Social Care (Customer service centre, OTs,	Blaby DC Melton BC Charnwood BC	Joint Data Controllers	IAS contact assessment type details	To act on issues/need identified through the assessment/contact	Referrer (LCC) Housing Support Co-ordinators (employed by Blaby DC, Melton BC or Charnwood BC) Senior Housing Support Co-ordinators

other LCC social care staff)					(Blaby DC) Service Manager (Blaby DC) Admin Officers (Blaby DC, Melton BC and Charnwood BC) Technical Officers (Blaby DC, Melton BC and Charnwood BC)
LCC (First Contact Plus)	As above	Joint Data Controllers	First Contact referral record – NB customer consent for referral is already in place	To act on issues/need identified through the First Contact record	Referrer (First Contact) Housing Support Co-ordinators (employed by Blaby DC, Melton BC or Charnwood BC) Senior Housing Support Co-ordinators (Blaby DC) Service Manager (Blaby DC) Admin Officers (Blaby DC, Melton BC and Charnwood BC) Technical Officers (Blaby DC, Melton, BC and Charnwood BC)
Harborough DC, NWL DC, Hinckley & Bosworth BC (possibly Oadby and Wigston BC)	Blaby DC	Joint Data Controllers	Basic referral details (name, address, nature of issue, contact details) – NB customer consent for referral would be obtained by providing organisation	To act on issues/need identified through referral	Referrer (originating district) Housing Support Co-ordinators (Blaby DC) Senior Housing Support Co-ordinators (Blaby DC) Service Manager (Blaby DC) Technical Officers (Blaby DC)
Blaby DC, Melton BC, Charnwood	LCC (Adult Social Care and First	Joint Data Controllers	Actions taken as a result of referral	Accountability and assurance that referral has been actioned correctly	District council Lightbulb staff (as above) that have actioned the referral First Contact staff (LCC)

BC	Contact)				Adult Social Care staff (LCC)
Melton BC and Charnwood BC	Blaby DC	Joint Data Controllers	<p>Actions taken by Melton BC and Charnwood BC Housing Support Co-ordinators as a result of referrals from LCC (lines 1 and 2 above)</p> <p>Actions taken by Melton and Charnwood Housing Support Co-ordinators as a result of referrals in Lightbulb directly from within their own authority</p>	Supervision of Housing Support Co-ordinators employed by Melton BC and Charnwood BC by Senior Housing Support Co-ordinators and Service Manager employed by Blaby DC	<p>Housing Support Co-ordinators (Melton BC and Charnwood BC)</p> <p>Senior Housing Support Co-ordinators (Blaby DC)</p> <p>Service Manager (Blaby DC)</p>
Blaby DC, Melton BC and Charnwood BC	LCC OTs	Joint Data Controllers	Basic referral details (name, address, nature of issue, contact details) – consent based?	To act on issues/need identified through a Housing Support Co-ordinator assessment that it would be more appropriate for an OT to deal with	Referrer (Blaby DC, Melton BC, Charnwood BC) OT (LCC)

Lightbulb may refer customers to other organisations not signed up to this agreement, if it is believed that those organisations can offer a relevant service. Where this happens any personal information will be securely passed on with consent from the Lightbulb customer and no further personal information will be returned to Lightbulb as part of this referral.

5. Who is the Data Controller?

For the purposes of this agreement organisations will be Joint Data Controllers. The signatories to this agreement are acting together to decide the purpose and manner of how the personal information is processed for the Lightbulb Service. All partners to this agreement are local authorities with certain responsibilities to provide services in regards to social care and housing. The processing of personal information by all signatories to this agreement will be completed under the Lightbulb Service.

6. Indemnity

Each Party will keep each of the other Parties fully indemnified against any and all costs, expenses, claims and liabilities arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending Party or its sub-contractors, employees, agents or any other person within the control of the offending Party of any data obtained in connection with this agreement.

Except where any limitation is proscribed by law such as but not limited to death or personal injury resulting from negligence (for which there shall be no limit), the maximum total aggregate liability of either Party to the other Party for loss and damage under or in connection with this Agreement or its subject matter due to the offending Party's breach, tort (including negligence), breach of statutory duty or otherwise howsoever arising shall not exceed five million UK pounds £5,000,000.00.

7. How are you going to keep information accurate?

Any information collected from the data subject should be double checked at the time of collection or point of processing by employees processing the personal information at that time. Further to initial collection, data should be checked with data subject at contact times after this point, to ensure details have not changed, and information is still correct.

8. How long will the information be kept?

All partners to this agreement will keep information only as long as decreed by their own retention and disposal policies. Due to the number and varied processing requirements, it is not reasonable to list all possibilities. By signing this agreement all partners confirm that they have in place a relevant retention and disposal policy and will abide by it for the purposes of processing under this agreement, where relevant.

9. How will we share and keep information secure?

Information will be shared via the Leicestershire County Council Adult Social Care system and LCC secure email. Leicestershire County Council email access will be granted where appropriate to do so to partners of this agreement. Staff will be given a Leicestershire email address in order to carry out official Lightbulb business. Managers of these staff will ensure that Leicestershire County Councils Information Security and Acceptable Use Policy has been read and understood before access is to be granted. External printing is also allowed, subject, as is the email access, to a signed trusted third party (TTP) agreement, which confirms and requires agreement to, acceptable use and security measures required by LCC.

Partners are reminded that LCC systems, emails and printing, allowed for the Lightbulb project will be monitored. All partners and staff are expected not to go outside of these security requirements, such as sending emails and/or printing to personal devices, at any time, as stated, and agreed, in the trusted third party agreement.

Sharing outside of these methods will be done so as per Appendix A to this agreement “Sharing & Destruction Methods”.

10. What if we want to use the information for something else?

If any organisation wishes to use the information which they have been given under this agreement for any purpose other than that in Section 2, they must consult with relevant partners to ascertain whether this additional sharing and processing is appropriate and compliant with the agreed methods as stated and the relevant legislation.

11. What do we do if information is lost, inappropriately disclosed, or misused?

If any information which is shared under this agreement is lost, stolen, or disclosed to someone who should not have seen it this is not only a breach of confidentiality but is likely to be a breach of the Data Protection Act (for which the Data Controller

can be fined up to £500,000). If the information is deliberately accessed and/or disclosed by someone who is not entitled to see or use it this person may have committed a criminal offence under the Data Protection Act 1998 or the Computer Misuse Act 1990. Information may be deleted when it should have been kept. These are all information breaches.

It is important that the organisation(s) which provided the information are told as soon as possible so that they can risk assess what has happened – they may need to tell individuals what has happened to their information and they may need to tell the Information Commissioner. An investigation may have to be done by the police or the Information Commissioner so evidence (audit trails, printouts, etc) may need to be recovered.

The organisation where the breach occurred will need to do an internal investigation and this may lead to disciplinary action or identify processes which need to be changed.

Each organisation should provide contact details of the post in their organisation who should be informed if an information breach occurs in the table below.

Organisation	Post	Email	Telephone
Leicestershire County Council	Policy & Assurance Manager	policyandassurance@leics.gov.uk	0116 3058257
Blaby District Council			
Harborough District Council			
Melton Borough Council			
Charnwood Borough Council			
Hinckley & Bosworth Borough Council			
Oadby & Wigston Borough Council			
North West Leicestershire District Council			

12. How will you check if your colleagues are complying with this agreement and if it is still current?

All partners should review this agreement one year from signature. After this it should be reviewed every three years unless there has been some change (legislation, need to extend organisations involved, etc) which needs the agreement to be updated. This should be done in partnership between the department and their data protection teams. If at any time sharing requirements change, departments are responsible for contacting their data protection team to implement appropriate changes and decide upon re-signature. Annual monitoring of the requirements set out in this agreement should take place by the department responsible for the daily sharing. Appendix B gives a basic checklist to be completed annually by partners to this agreement. The completed checklist should be kept on file with the relevant partners data protection teams.

13. What happens if there is a major security breach?

Any organisation can suspend this ISA for 45 days if security has been seriously breached. This should be in writing and provide evidence of what went wrong. A representative from each organisation should meet asap (no longer than 14 days) to carry out a Risk Assessment and Resolution meeting.

Termination of this ISA should be in writing to all other Partner Organisations giving at least 30 days' notice.

14. What do we do if we are asked to disclose information which we receive under this ISA?

You may receive a request under the Freedom of Information Act 2000 or the Data Protection Act 1998. In Leicester, Leicestershire and Rutland it has been agreed that when an organisation receives a request for information which has been shared under an ISA the organisation which receives the request will tell the organisation which provided the information and ask for their views about the disclosure of the information so this can inform the decision making process.

15. Who are the operationally responsible people in each organisation?

Information sharing activity should be reviewed and monitored by the department responsible for the sharing, from an operational standpoint. The below signature identifies whom in the organisation is responsible for the day to day sharing of information. This person confirms that the actions and processes documented in this agreement are adhered to and followed and that relevant policies, procedures and guidance are in place and that their staff have read them.

On behalf of Blaby District Council:

Name:

Post:

Address:

Tel:

Email:

On behalf of Leicestershire County Council:

Name:

Post:

Address:

Tel:

Email:

On behalf of Melton Borough Council:

Name:

Post:

Address:

Tel:

Email:

On behalf of Harborough District Council:

Name:

Post:

Address:

Tel:

Email:

On behalf of Oadby & Wigston Borough Council:

Name:
Post:
Address:
Tel:
Email:

On behalf of Hinckley & Bosworth Borough Council:

Name:
Post:
Address:
Tel:
Email:

On behalf of Charnwood Borough Council:

Name:
Post:
Address:
Tel:
Email:

On behalf of North West Leicestershire District Council:

Name:
Post:
Address:
Tel:
Email:

16. Who are the Appropriate Signatories in each organisation?

Each Partner should identify who is the most appropriate post holder within their agency to sign the ISA having taken account of their organisational policy and the fact that the signatory must have delegated responsibility to commit their organisation to the agreement. Don't forget this is the person who is making the commitment on behalf of the organisation that the conditions in this ISA will be complied with.

Signed on behalf of Blaby District Council:

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of Leicestershire County Council

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of Harborough District Council:

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of Charnwood Borough Council

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of Melton Borough Council:

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of Oadby & Wigston Borough Council:

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of Hinckley & Bosworth Borough Council

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Signed on behalf of North West Leicestershire District Council

Name _____

Role _____

Signature _____

Organisation _____

Date _____

Appendix A

Sharing & Destruction Methods	Security Requirements
Organisation Data Network (e.g. internal email)	<p>Recommend passwording attachments for sensitive personal data in case it is sent to wrong email address. No personal data in subject title, or sensitive personal data in body of email. Use of GCSx network where available.</p> <p>Recommend turning off autofill of address field.</p>
Email between partners	<p>Passwording attachments for sensitive personal data in case it is sent to wrong email address. No personal data in subject title, or sensitive personal data in body of email</p> <p>To/from Police: Restricted or sensitive personal data only to emails using PNN, GSI, CJSM or MOD secure addressing conventions or via GCSx and PSN connections.</p> <p>To/From NHS: Secure transfer as agreed with health partners (currently under discussion county-wide due to new health arrangements - To be updated when agreed).</p>
Laptops, removable media, USB, etc	Must be owned by the employer and encrypted. No personal

	information from any of the organisations in this ISA is to be loaded to personally owned removable media.
Electronic storage of information	<p>Has the application where it will be stored been pen tested? In other words, could someone hack into it? Check with your IT department.</p> <p>How will access to the information be restricted. Please say how this will be done</p> <p>Is there an audit trail which will show who has accessed a record.</p>
Vetting/clearance of staff	Have the staff who will receive and access the information been vetted.
Internal and public telephone network	May be used.
Mobile telephone (voice and text)	<p>Digital cell phones may be used.</p> <p>Only use analogue cell phones if operationally urgent, use guarded speech and keep conversation brief.</p>
Fax	Note faxes are legacy technology and are NOT to be used unless there is no alternative. If no alternative, check recipient is on hand to receive.

	Send cover sheet first and wait for confirmation before sending.
Storage of papers	Protected by one barrier, e.g. a locked container within a secure building/room. Locked filing cabinet for storage if home working.
Disposal of papers	Use secure waste sacks if organisation has system in place and make sure they are secure when left unattended or collected for destruction. Shred personal information if it is very sensitive.
Disposal of magnetic media	All types of discs and other storage devices – dismantle and destroy by disintegrating, pulverising, melting or shredding then dispose with normal waste/recycling following destruction.
Movement within organisation via internal mail	In a sealed envelope with protective marking shown.
Movement between partner agencies	By post or courier in a sealed envelope.
Movement between workplace and home / mobile office	On encrypted memory stick or lockable briefcase. Locked filing cabinet for storage if home working.

* If organisations do not find it possible to apply the appropriate security this should be discussed with the originator.

Appendix B

Annual Checklist for Compliance Monitoring.

The central hub will be responsible for reminding all signatories when the annual checklist requires completing. Once completed they should be returned to the central hub, where they will be stored on behalf of all partners to this agreement. This checklist should be completed annually until the Lightbulb Service is no longer running

This should be completed by the responsible person identified at Section 15 of this agreement in conjunction with the data protection team where required.

1. Are customers of the Lightbulb service given appropriate fair processing notices? *Yes/No*
 - a. Are the fair processing notices up to date? *Yes/No*
 - b. Have any changes to the service been recognised in the fair processing notices and updated? *Yes/No*
 - c. Are the fair processing notices in an accessible form? *Yes/No*
2. Are the schedule 2 and 3 conditions still relevant? *Yes/No*
 - a. Is the sharing still taking place within the identified schedule 2 and 3 conditions only? *Yes/No*
3. Is the processing being carried out only for the purposes identified in section 1 of this agreement, and no further processing taking place? *Yes/No*
4. Has the information gathered and processed for Lightbulb been checked for relevance? *Yes/No*
 - a. Are the minimum amounts of personal data being collected and processed for the services provided? *Yes/No*
5. Are regular checks made by Lightbulb staff to ensure the accuracy of the personal data processed? *Yes/No*
6. Have regular checks been made to ensure personal information is not kept outside organisational retention schedules?
Yes/No
7. Does your organisation have expected guidance and process for customers to access their personal information? *Yes/No*

8. Are appropriate technical and organisational measures in place for the protection of personal information? *Yes/No*
- a. Have the Lightbulb staff in your organisation completed (at the very least) the minimum organisational Data Protection training? *Yes/No*
 - b. Have relevant policies, procedures and guidance been made available to Lightbulb staff? *Yes/No*
 - c. Are all relevant systems up to date with IT security requirements, updates and patches etc? *Yes/No*
9. Is any personal information transferred outside of the EEA under this agreement? *Yes/No*

I confirm that the above checks have been made and confirmation as documented is correct.

Organisation:

Name:

Post:

Date:

Contact details:

Date of next monitoring check.....