



## TENDER DOCUMENTS

### PART 2 – SPECIFICATION (SERVICES)

<b>Contract title</b>	Taxi & Private Hire Licensing: Unmet Demand Survey
<b>Contract ID</b>	YOR[Insert – from YORtender]

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## SECTION 1

### 1 PREAMBLE

#### INTRODUCTION

- 1.1 This specification sets out the City Council's requirements in respect of Taxi & Private Hire Licensing: Unmet Demand Survey
- 1.2 It details the standards and outputs which the Contractor is required to achieve and how these will be measured.
- 1.3 It will form part of the contract with the City Council.

#### GENERAL DESCRIPTION

- 1.4 The Council currently regulates the number of Hackney carriage proprietor licences it issues. The undertaking of an unmet demand survey is required to ensure that the restriction is not adversely affecting the public across a range of hours and days.

#### VISION AND OUTCOMES

- 1.5 Before a decision can be taken by the Council as to whether or not to continue with or change its existing policy to restrict the number of Hackney carriage proprietor licences it issues, it is essential that the most appropriate information is gained through an unmet demand survey.

#### DRIVERS AND BENEFITS

- 1.6 Hackney carriage proprietor licences are granted by the Local Authority under Section 37 of the Town Police Clauses Act, 1847.
- 1.7 The Town Police Clauses Act, 1847, as amended by the Transport Act 1985, allows a Local Authority to limit the number of Hackney carriage proprietors licences but only if it is satisfied there is no significant demand for the service of Hackney carriages within its area.
- 1.8 It is accepted practice to identify and use a consultant with the appropriate levels of expertise in the field to carry out the survey.

## SECTION 2

### 2 STATEMENT OF REQUIREMENTS

#### SCOPE

- 2.1 The review is to be conducted within the Licensing District of Leeds City Council. It should include those who are accessing a service they may not normally use e.g. professional, business and tourism issues at their point of arrival or departure within the city. It is particularly important that detailed consultation is undertaken with the disability groups to properly assess access issues and best practice elsewhere in the UK.
- 2.2 Since 2000, Leeds City Council has only issued new 'plates' to wheelchair accessible vehicles. The traditional range of 'side loading' purpose built Hackney carriages has become more diverse and smaller five seater rear loading vehicles have become more popular. The number of larger 5/6/7 seater vehicles has diminished thereby reducing the capacity for families to travel with a wheelchair occupant. Qualified observations on the benefits of retaining such 5/6/7 seater vehicles for the general public and wheelchair users are sought, along with the best practice from elsewhere in the UK.
- 2.3 There are frequent complaints from disability groups regarding no access to wheelchair accessible vehicles outside of the city centre, or unnecessarily long waiting times. The survey should give a more informed summary of the situation, what improvement proposals could be considered and identify any best practice which could improve the service within the suburbs, tourist destination points and all areas where taxi ranks are not immediately available.
- 2.4 It is necessary to conduct the survey in respect of potential unmet demand over a twelve month cycle to be able to support and balance recommendations.
- 2.5 A requirement to provide a four weekly written report of progress electronically and to attend review meetings at the Taxi and Private Hire Licensing Section as specified or, additionally in the event of any other issues requiring early attention.
- 2.6 Before developing the final report, an interim report must be made available outlining alternative options investigated and recommendations for consideration and discussion.
- 2.7 Written evidence should be provided of any alternative approaches which have been considered but discounted and the reasons for doing so.
- 2.8 The Taxi and Private Hire Licensing Section is conscious that demand for taxis may fluctuate not only through the day and night but also have trends throughout the year. The methodology statement should present appropriate seasonal schedules as a daily demand survey on which a cycle of observation can be agreed.
- 2.9 The gathering of data and the methodology statement must be capable of satisfying legal challenge and be supported by the Contractor in the event of legal challenge.
- 2.10 All staff resources used must have experience and skills for this area of work.

- 2.11 The author of the report must be prepared to formally present the report to;
- The Management team at Taxi and Private Hire Licensing
  - Licensing Committee
  - Executive Board
- 2.12 The Council will undertake to permit necessary information and questionnaires to be displayed at contact centres and appropriate offices and supply contact detail to assist the survey.
- 2.13 SERVICE REQUIREMENTS
- The Contractor must;
- 2.13.1 Be responsible for the effective risk assessments and recording of all aspects of Health and Safety issues for the duration of the contract.
- 2.13.2 Ensure all visits and meetings to Council buildings are pre-arranged and that personal identification is carried
- 2.13.3 Ensure confidentiality of information at every stage and that no information is released without written consent of the nominated Officer within the Council.
- 2.13.4 Not discuss their views or opinions with anyone other than the nominated Officer of the Council.
- 2.13.5 Ensure that all media interest in the issues involved are passed to the Leeds City Council Press Office.
- 2.13.6 Not pass comment on issues in other authorities which may reflect on this authority
- 2.13.7 Ensure the terminology used at all times to describe the Council's licensed fleet is;
- Hackney carriage or taxi
  - Private hire vehicle
- 2.13.8 Ensure all staff employed are fully conversant with the above terms and who they apply to. The Council undertakes to carry out a knowledge briefing for all of those people involved in the report to ensure that they are conversant with the key issues and relevant parts of legislation.
- 2.14 The Council maximises the use of its office space and is unable to provide accommodation other than that required for pre-arranged conferences.

## KEY CONTRACT DATES

- 2.15 It is necessary to conduct the survey in respect of potential unmet demand over a twelve month cycle to be able to support and balance recommendations.

## STATUTORY REQUIREMENTS AND GUIDELINES

- 2.16 The Contractor will ensure that all relevant consents and certification required by legislation, guidance or Good Industry Practice are obtained and maintained.

## CLIENT DETAILS

- 2.17 The key contact at TPHL will be the Service Development Officer contactable on 0113 3781563 or via email at [kate.coldwell@leeds.gov.uk](mailto:kate.coldwell@leeds.gov.uk), although the Licensing Office (0113 3781570 or [taxiprivat hire.licensing@leeds.gov.uk](mailto:taxiprivat hire.licensing@leeds.gov.uk)) can be contacted Monday – Friday, 8:00 – 15:30 in their absence..
- 2.18 Regular contact will be required with the Service Development Officer. The Contractor will allow unhindered access to the Council's representatives to observe at any time.

## COMMUNICATIONS STRATEGY

- 2.19 The Contractor is required to provide a comprehensive approach to the provision of information and included in a Contractor's Communications Strategy. This should include marketing activity (e.g. newsletters, information dissemination, websites, use of liaison officers, presentations), media relations (e.g. messages, milestones, risks and protocols with the City Council), partnership working and community engagement strategy.
- 2.20 The Communications Strategy shall take account of, and provide for the diversity and local demographics in each area for the Service provision.
- 2.21 The Contractor will be required to respond appropriately to the differing communication needs, requirements and preferences of the community and to provide a service which addresses issues of language, literacy, hearing, visual, and/or cognitive impairment, and other forms of support in communication.
- 2.22 The Contractor shall ensure that the information is provided verbally and in written and other formats and that all written material follows good practice guidance and recommendations, such as Plain English Crystal Mark.
- 2.23 The Contractor's Communications Strategy will be reviewed in line with performance against customer satisfaction and the overall Contract.
- 2.24 The Contractor shall be responsible for creating an appropriate level of awareness of the unmet demand survey and its purpose.

## *DATA AND INFORMATION TECHNOLOGY*

- 2.25 It is the Contractor's responsibility to collect such data as is considered pertinent to undertake the study.
- 2.26 Taxi and Private Hire Licensing will endeavour to make available all relevant information that is readily accessible. However it is likely that this will be limited

and not previously collected for the purpose of an unmet demand survey. Due consideration should be given to the collection of additional information as necessary.

- 2.27 The Contractor may need to collect additional background information in order to develop and justify their proposals. Adequate provision should be made for this within the tender price.
- 2.28 It is essential that all data collected is evaluated and weighted when preparing recommendations, to the extent that unsupported documentary or oral submissions should carry less value than that which is supported by statements of fact.
- 2.29 Accessing the sources of potentially important and relevant information is a key part of the unmet demand survey. Some important contacts will be provided but during the course of the research others may be identified. The Contractor must evaluate each one and qualify and record their point of view in determining whether or not to use that source or to what extent it is used. The impact of those decisions should also form part of a Consultation section in the final report to the Council.

## SECTION 3

### 3 GENERAL REQUIREMENTS

The General requirements Section 3 should be considered in conjunction with the terms and conditions of the terms of the agreement in **Tender Documents: PART 4 – Legal**

#### EQUALITY

- 3.1 The Contractor will provide method statements and plans detailing how they will provide and maintain an Equality Plan in respect of the services that must;
- Be complete and accurate in all material respects;
  - Consider and reflect the terms and conditions set out in PART 4 (Legal) relating to disability and diversity;
  - Consider and reflect Legislation, Guidance and Good Industry Practice in respect of equal opportunities and in the preparation of equality plans;
  - Identify the specific equality activities which the Contractor will undertake; and
  - Identify how compliance with the plan is to be evidenced.
  - Identify which equality issues are specific to the contract or the council which the contractor is required to follow in the provision of the contracted services.

#### EMPLOYMENT SKILLS AND ENGAGEMENT PLAN

- 3.2 To assist the City Council in meeting its strategic aims and objectives all contracts being let that will have a value of £100,000.00 or greater, shall put in place an Employment Skills and Engagement Plan.

#### CORPORATE SOCIAL RESPONSIBILITY

- 3.3 The Contractor shall develop a robust corporate social responsibility strategy, which must be monitored and reported within the Annual Service Report identifying;
- How they will engage suppliers to maximise the benefits to the Leeds economy;
  - Specific plans to involve staff in CSR initiatives/activities (e.g. specified number of hours allocated for volunteering per annum), include examples of local organisations which could be engaged to participate in the provision of employee volunteering; and
  - Identify any requirement for a commitment to engage in research and development of innovative technologies.



## ENVIRONMENT AND SUSTAINABILITY

- 3.4 The Contractor shall in performing the service for this contract meet all Legislation, Guidance and Good Industry Practice in environmental management and meeting the objectives of the City Councils sustainability policies.
- 3.5 The Contractor shall provide a method statement and an Environmental Plan in respect of the Services provided which must be;
- Be complete and accurate in all material respects;
  - Consider and reflect the obligations set out in this Agreement (including but without limitation the Output Specification) relating to environmental matters;
  - Consider and reflect Legislation, Guidance and Good Industry Practice in environmental management and the preparation of environmental management plans;
  - Identify any scope for reducing consumption of utilities, water, products (particularly those harmful to the environment) and reducing generation of waste including waste water and any scope for increasing re-use or recycling;
  - Consider and reflect any complaints received in relation to environmental management in the preceding 12 months;
  - Identify specific environmental management activities which the Contractor will undertake;
  - Identify how compliance with the plan is to be evidenced; and
  - Confirm the status of all environmental management activities identified in the previous Annual Environmental Management Plan.

## QUALITY MANAGEMENT

- 3.6 The Contractor shall maintain a Quality Management system for the delivery of the Services to be provided by this contract.
- 3.7 Note that the standard terms require the contract to be performed to the 'Quality Standards' defined as 'the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with.

## WORKING PRACTICES

- 3.8 To meet the obligations of this contract the contractor shall ensure that Good Industry Practice is maintained for;
- Code of Conduct
  - Staff Conduct

- Staff Identification
- Dealing with press and the media
- Protection of the general public etc

## INFORMATION GOVERNANCE

3.8 Annex 1 also contains some guidance on wider Information Governance

## SAFEGUARDING

3.9 Safeguarding is the term used for a range of measures employed to keep children and adults at risk safe and protected from harm. Safeguarding is an important role that must be embedded into organisations that come into contact with children, young people and adults at risk. This is not just restricted to social care services; safeguarding is everyone's business and includes anyone that comes into contact with other humans as part of their work!

3.10 As a contractor or provider, you will familiarise yourself, and those who work on this contract or project, with the Leeds Safeguarding Children Board's and the Leeds Safeguarding Adults Partnership Board's safeguarding policies and procedures. These can be found at [www.leedslscb.org.uk](http://www.leedslscb.org.uk) and [www.leedssafeguardingadults.org.uk](http://www.leedssafeguardingadults.org.uk)

3.11 You will ensure that your organisation actively ensures that it and those who work on this contract or project understand the signs and symptoms of child abuse and abuse of adults at risk. And if, as a contractor or provider you suspect that there is any incident of child abuse or abuse of adults at risk, you will report it to the Leeds Safeguarding Children Board or Leeds Safeguarding Adults Partnership Board in accordance with their published procedures.

3.12 If you or your employees suspect that a child or adult at risk is at risk of harm or being harmed, call: 0113 222 4403 for children and 0113 222 4401 for adults. In an emergency call 999.

## HEALTH AND SAFETY

3.13 The Contractor will provide and maintain Quality Plans and Health and Safety Plans in respect of this Service in accordance with the **Health and Safety at Work etc. Act 1974** and the terms and conditions of the terms of the agreement in **Tender Documents: PART 4 - Legal**.

## LEEDS CITY COUNCIL POLICIES

3.14 Include all the Council Policies that are relevant to the service the contractor will be providing including but not exclusively the following;

- Vision for Leeds 2011 – 2030.
- The City Priority Plans.
- The Council Business Plan.
- Clear Desk & Screen Policy.
- Leeds Interagency Policy for Sharing Information (2009).
- Raising Concerns Policy.
- LCC Whistle Blowing Policy.
- Equality and Diversity.

## SECTION 4

### 4 PERFORMANCE AND MEASUREMENT

The performance and measurement requirements Section 4 should be considered in conjunction with the requirements for payment contained within **Tender Documents: PART 3 – Financial**.

#### CONTRACT MANAGEMENT

- 4.1 There is a requirement to provide a four weekly written report of progress electronically and to attend review meetings at the Taxi and Private Hire Licensing Section as specified or, additionally in the event of any other issues requiring early attention.
- 4.2 The Council recognises that is good practice to provide planned contract management for all contracts. This will assist the Council in achieving value for money and supporting a positive working relationship with the Contractor.
- 4.3 The key contact at TPHL will be the Service Development Officer although the Licensing Office can be contacted Monday – Friday, 8:00 – 15:30 in their absence.
- 4.4 Regular contact will be required with the Service Development Officer; meetings may be requested by either party on an ad hoc basis.
- 4.5 Performance will be monitored by the Service Development Officer and/ or Section Head.
- 4.6 The Contractor will be required to prepare any necessary advice, information or reports on performance and attend meetings where required.

#### GOVERNANCE

- 4.7 The Council's Head of Service for Elections, Licensing & Registration is responsible for the implementation of the unmet demand survey. Information and update reports will be presented to the Licensing Committee as requested.

#### PAYMENT

- 4.8 The Council standard payment terms will apply

## PERFORMANCE

### 4.9 TIMESCALES FOR SUBMISSION

4.9.1 The survey shall be delivered to the timescales stated below;

- **First interim report proposals:** 2 weeks from the commencement of contract
- **Council's response to interim report:** 1 week from receipt of proposal report
- **Second interim report for 4 month period following review of first interim report:** 16 weeks from commencement of first survey
- **Council's response to second interim report:** 1 week from receipt
- **Third interim report for 4 month period following second interim report:** 16 weeks from the date of conclusion of first survey
- **Council's response to third interim report:** 1 week from receipt

## SECTION 5

### 5 BACKGROUND INFORMATION

#### DEFINITIONS AND INTERPRETATIONS

The General requirements Section 5 should be considered in conjunction with the terms and conditions of the terms of the agreement in **Tender Documents: PART 4 – Legal**

## **1 ANNEX 1**

### **DATA PROTECTION ACT 1998 AND INFORMATION GOVERNANCE**

#### **Part A: Guide to specifying Data Protection Act and information governance Requirements in Contracts**

##### **1. Do you need to specify Data Protection Act requirements in a new contract?**

- 1.1 Yes, if the proposed contract requires that a third party organisation handles personal data by
  - (a) Accessing the Leeds City Council information or information systems; or
  - (b) Handling Leeds City Council information in any way (transmit, receive, store, manipulate, use etc.) either electronically or manually.
- 1.2 The Data Protection Act while it requires compliance overlays and endorses good practice in relation to information processing. It is essential to check for every procurement whether information processing is involved and consider sensitivity and the required quality of information. It is the use of information, with or without the involvement of ICT which creates information governance requirements.

##### **2. Sensitive data**

- Personal - relating to identifiable living individuals
- Sensitive - certain personal data is defined as sensitive by the Data Protection Act (relating to mental or physical health, criminal offences, religious beliefs, political beliefs, Trade Union membership, ethnicity, sexual life) and this imposes stricter conditions on its processing
- Commercial – commercial details of any kind may be sensitive
- Confidential - any information that has explicit conditions attached to its subsequent use or disclosure, or where these conditions are obvious or implied such as child welfare records, adoption records, client/solicitor etc. or
- Restricted by specific conditions where the restriction is applied by someone else such as the police or the Home Office. If you are dealing with this type of information you will be told that it is restricted

### 3. Data Quality

Data Protection principles and operational requirements mean we are obliged to ensure that what is captured is accurate, valid, reliable, timely, relevant, and complete. Good quality data can lead to reduced costs and improved services. Important factors to consider:

- Why and how is the data being captured?
- What will it be used for?
- Who else may use it? (internal or external)
- Does the data conform to any standards?
- Seek advice from data quality officers to ensure adherence to existing standards
- Will capture of data be validated in any way?
- Will the quality of the data be checked/ maintained over its life/usage?
- Assume that the data may be made publicly available

### 4. How the Data Protection Act affects the framing of certain contracts

4.1 In the Data Protection Act 1998 the handling of information is known as “processing” and this covers doing anything at all with personal data. The contractor is therefore known as a data processor. The contracting organisation, in our case Leeds City Council is, in Data Protection terms, known as the “data controller”.

4.2 Although contractors do have responsibilities, accountability for compliance with the Data Protection Act remains with the data controller. Leeds City Council enters into many such contracts and it is therefore essential that Data Protection and any other relevant Information Governance requirements are specified in the contract.

4.3 The Data Protection Act 1998 requires that organisations who enter into contracts with third parties to handle personal data on their behalf

4.3.1 assure themselves that they only deal with organisations who can demonstrate that they will handle information in accordance with the principles of the Data Protection Act

4.3.2 specify that the data will be kept secure and handled only in accordance with the instructions of the contracting organization

4.4 This means the Council needs, in relation to each procurement involving personal data, to

4.4.1 Define the “processing” to be carried out (this means user identifying the information, the strict purposes for which it is being disclosed and where possible requiring the Contractor to identify the staff to whom it is disclosed - part of the specification and tender requirements)

4.4.2 Specify any minimum requirements for the technical and organisational security measures which should govern this processing - ensure this is covered by client as part of the specification and tender requirements - suggest specific

measures are followed by a 'catch-all' which states contractor must implement 'such other technical and organisational measures as may be required during the contract period to ensure compliance with the DPA'

- 4.4.3 Get sufficient guarantees, or covenants from the contractor in this respect (tender return - method statement on DPA if necessary)
- 4.4.4 Decide what are "reasonable steps" to ensure compliance in the particular circumstances (identify information/monitoring requirements in Spec are sufficient to enable monitoring of compliance - also contract manager to include in contract management plan)
- 4.5 Although contractors do have responsibilities, accountability for compliance with the Data Protection Act remains with the data controller. Leeds City Council enters into many such contracts and it is therefore essential that Data Protection and any other relevant Information Governance requirements are specified in the contract.
- 4.6 Specifying Information Governance requirements is achieved in the following ways.
  - 4.6.1 At the Pre-Qualification Questionnaire Stage - where IG matters are central to the contract you will need to consider whether interested suppliers have an adequate information governance regime which will ensure that Leeds City Council data is handled responsibly (pass/fail)
  - 4.6.2 Leeds City Council Terms and Conditions contain conditions relating to confidentiality and Data protection. These confirm the core requirements of the Act and the relationships and general obligations, but do not provide contract-specific detail of the 'measures' required to be implemented [link]
  - 4.6.3 The specification will include specific requirements which the Council would like the suppliers to fulfill and is the key document for IG requirements
  - 4.6.4 Tenderers may also be asked to provide contract specific written method statements/policies/procedures to demonstrate how they will comply with the specification, which can be marked in evaluation on a pass/fail basis or scored as part of the qualitative evaluation.
- 4.7 The remainder of this document covers the areas which need to be included in the specification if they are relevant and proportionate.
- 4.8 Many information governance requirements arise from the context or particular circumstances of a contract and often requirements are defined as a result of a risk assessment. Because of this, it is essential to specify for each contract, or class of contracts, separately.



## 5. What level of security is required by the Act?

- 5.1 NB: the following applies both to Leeds City Council and any organisation we contract with so the following should be considered as requirements for the contractor and specified as such.
- 5.2 The Act says organisations should have security that is appropriate to:
- 5.2.1 the nature of the information in question; and
  - 5.2.2 the harm that might result from its improper use, or from its accidental loss or destruction
  - 5.2.3 the harm that might result from inadequate data quality
- 5.3 The Act does not define “appropriate”. But it does say that an assessment of the appropriate security measures in a particular case should consider technological developments and the costs involved. The Act does not require you to have state-of-the-art security technology to protect the personal data held, but you should regularly review your security arrangements as technology advances. As we have said, there is no “one size fits all” solution to information security, and the level of security you choose should depend on the risks to your organisation.
- 5.4 So, before deciding what information security measures you need to specify, you will need to assess your information risk: you should review the personal data held and the way it is used to assess how valuable, sensitive or confidential it is, and what damage or distress could be caused to individuals if there were a security breach.

### Example

An organisation holds highly sensitive or confidential personal data (such as information about individuals’ health or finances) which could cause damage or distress to those individuals if it fell into the hands of others. The organisation’s information security measures should focus on any potential threat to the information or to the organisation’s information systems.

- 5.5 This risk assessment should take account of factors such as:
- 5.5.1 the nature and extent of the organisation’s premises and computer systems;
  - 5.5.2 the number of staff you have;
  - 5.5.3 the extent of their access to the personal data; and
  - 5.5.4 personal data held or used by a third party on your behalf (under the Data Protection Act you are responsible for ensuring that any [data processor](#) you employ also has appropriate security).

## 6. What kind of security measures might be appropriate?

- 6.1 The Data Protection Act does not define the security measures you should have in place. However, particular security requirements that apply within particular industries may impose certain standards or require specific measures. In general terms, which security measures are appropriate will depend on your circumstances, but there are several areas you should focus on. Physical and technological security is likely to be essential, but is unlikely to be sufficient of itself. Management and organisational security measures are likely to be equally important in protecting personal data.

## 7. Management and organisational measures

- 7.1 Carrying out an information risk assessment is an example of an organisational security measure, but you will probably need other management and organisational measures as well. You should aim to build a culture of security and awareness within your organisation.
- 7.2 Perhaps most importantly, it is good practice to identify a person or department in your organisation with day-to-day responsibility for security measures. They should have the necessary authority and resources to fulfil this responsibility effectively.

### Example

The Chief Executive of a medium-sized organisation asks the Director of Resources to ensure that the organisation has appropriate information security measures, and to make regular reports on security to the organisation's board. The Resources department takes responsibility for designing and implementing the organisation's security policy, writing procedures for staff to follow, organising staff training, checking whether security measures are actually being adhered to and investigating security incidents.

- 7.3 Unless there is clear accountability in your organisation for such security measures, they will probably be overlooked and your organisation's overall security will quickly become flawed and out of date.
- 7.4 Not every organisation will need a formal information security policy – this will depend on things like the size of the organisation, the amount and nature of the personal data it holds, and the way it uses the data. Whether or not these matters are written into a formal policy, all organisations will need to be clear about them, and about related matters such as the following:

- co-ordination between key people in the organisation (for example, the security manager will need to know about commissioning and disposing of any IT equipment);
- access to premises or equipment given to anyone outside the organisation (for example, for computer maintenance) and the additional security considerations this will generate;
- business continuity arrangements that identify how to protect and recover any personal data the organisation holds; and
- periodic checks to ensure that the organisation's security measures remain appropriate and up to date.

## 7.5 Staff

It is vital that your staff understand the importance of protecting personal data; that they are familiar with your organisation's security policy; and that they put its security procedures into practice. So you must provide appropriate initial and refresher training, and this should cover:

- 7.5.1 your organisation's duties under the Data Protection Act and restrictions on the use of personal data;
- 7.5.2 the responsibilities of individual staff members for protecting personal data, including the possibility that they may commit criminal offences if they deliberately try to access, or to disclose, information without authority;
- 7.5.3 the proper procedures to use to identify callers;
- 7.5.4 the dangers of people trying to obtain personal data by deception (for example, by pretending to be the person whom the information is about or by making "phishing" attacks) or by persuading you to alter information when you should not do so; and
- 7.5.5 any restrictions your organisation places on the personal use of its computers by staff (to avoid, for example, virus infection or spam).

The effectiveness of staff training relies on the individuals concerned being reliable in the first place. The Data Protection Act requires you to take reasonable steps to ensure the reliability of any staff who have access to personal data.

### **Example**

An organisation verifies the identity of its employees when they are recruited by asking to see passports or driving licences before they start work. It also obtains appropriate references to confirm their reliability. The organisation's standard contract of employment sets out what staff can and cannot do with the personal data they have access to.

## 7.6 Physical security

Technical security measures to protect computerised information are of obvious importance. However, many security incidents relate to the theft or loss of equipment, or to old computers or hard-copy records being abandoned.

Physical security includes things like the quality of doors and locks, and whether premises are protected by alarms, security lighting or CCTV. However, it also includes how you control access to premises, supervise visitors, dispose of paper waste, and keep portable equipment secure.

### Example

As part of its security measures, an organisation ensures that the information on laptop computers issued to staff is protected by encryption, and that desktop computer screens in its offices are positioned so that they cannot be viewed by casual passers-by. Paper waste is collected in secure bins and is shredded on site at the end of each week.

## 7.7 Computer security

Computer security is constantly evolving, and is a complex technical area. Depending on how sophisticated your systems are and the technical expertise of your staff, you may need specialist information-security advice that goes beyond the scope of this Guide. A list of helpful sources of information about security is provided at the end of this chapter. You should consider the following guiding principles when deciding the more technical side of information security.

- 1.7.1 Your computer security needs to be appropriate to the size and use of your organisation's systems
- 1.7.2 As noted above, you should take into account technological developments, but you are also entitled to consider costs when deciding what security measures to take
- 1.7.3 Your security measures must be appropriate to your business practices. For example, if you have staff who work from home, you should put measures in place to ensure that this does not compromise security
- 1.7.4 The measures you take must be appropriate to the nature of the personal data you hold and to the harm that could result from a security breach
- 1.7.5 Many information governance requirements arise from the context or particular circumstances of a contract and often requirements are defined as a result of a risk assessment. Because of this, it is essential to specify for each contract, or class of contracts, separately.

## 2. Main Information Governance requirements which may need to be included in the specification

- 8.1 The Terms and Conditions may cover baseline requirements but the larger, more complex or more sensitive the contract the more likely it that detailed specifications should be included and the greater the need to look at this section. Requirements are built up from an understanding as much detail as possible of how you see the contracted activity operating. The more you can do this the better and easier the information governance specification will be. Not all the following requirements will be relevant in every case nor is this list exhaustive. It is only indicative and you may need to consult your INCO and/or your Records Manager when considering this section.
  
- 8.2 Consider in each case the extent to which the tenderers need to provide specific method statements/evidence/assurances in the following areas
  
- 8.3 Overall governance
  - 8.3.1 Responsibility for looking after Leeds City Council contract and data
  
- 8.4 Data Protection requirements
  - 8.4.1 Consent to processing
  - 8.4.2 Fair processing
  - 8.4.3 Secondary use
  - 8.4.4 Sub-contractors
  - 8.4.5 Anonymisation
  
- 8.5 Subject Access Requests and Freedom of Information/Environmental Information Regulations
  - 8.5.1 Responsibilities around responding to requests under FoI or EIR law
  
- 8.6 Information security/assurance
  - 8.6.1 Design, development process and testing
  - 8.6.2 Access
  - 8.6.3 Downtime limits etc. see SLA
  - 8.6.4 Back-up and restore
  - 8.6.5 Disaster recovery and business continuity
  - 8.6.6 Helpdesk
  - 8.6.7 Incidents
  - 8.6.8 Network, data centre security
  - 8.6.9 Accreditations for service, security

- 8.6.10 Which country (ies) our data is stored, or otherwise held for any length of time
- 8.6.11 Leeds City Council data partitioned or otherwise protected from other customer' data/systems
- 8.7 Records Management
  - 8.7.1 Disposal
  - 8.7.2 Retention
  - 8.7.3 Control of copies
  - 8.7.4 Use of naming conventions and version control systems
  - 8.7.5 Storage
  - 8.7.6 Access
  - 8.7.7 Surrender
- 8.8 Data Quality
  - 8.8.1 How it is established and maintained
  - 8.8.2 Quality checking procedures
- 8.9 Monitoring, risk assessments and revisions
- 8.10 How IG matters are to be considered at Contract Management meetings

## **2. Part B: Template Drafting for Section 3: Data Protection:**

- 1.1 If the information in Section 2: data and Information Technology identifies that Information Governance is required then the following drafting should be included within the specification at Section 3: Data Protection Act 1998

### The Agreement

- 1.2 Agreement terms and conditions require that the Contractor shall (and shall procure that all of its Staff) comply with the Data Protection Act 1998 (DPA) in carrying out the Services.
- 1.3 The Contract will require the following Data to be processed on behalf of the Council [list]. The processing will include [list].
- 1.4 Where the Contractor is Processing Personal Data as a Data Processor under the DPA for the Council the Contractor shall:-
- 1.4.1 process the Personal Data only in accordance with any requirements specified herein or as otherwise notified by the Council;
  - 1.4.2 process the Personal Data only to the extent, and in such manner as is necessary for the provision of the Contractor's obligations under this Agreement;
  - 1.4.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, including without limitation those listed in paragraph [ ] below (Measures);
  - 1.4.4 take reasonable steps to ensure the reliability of its employees and agents who may have access to the Personal Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of Personal Data;
  - 1.4.5 not cause or permit the Personal Data to be transferred outside the European Economic Area without the prior written consent of the Council;
  - 1.4.6 not disclose the Personal Data to any third parties in any circumstances other than with the written consent of the Council or in compliance with a legal obligation imposed upon the Council; and
  - 1.4.7 co-operate with the Council to enable the Council to comply with any request under section 7 of the DPA.

1.4.8 notify the Council within five Working Days if it receives:

1.4.8.1 a request from a Data Subject to have access to that person's Personal Data; or

1.4.8.2 a complaint or request relating to the Council's obligations under the DPA.

## **Measures**

1.5 The Council has set out below some minimum practical requirements for compliance with data processing obligations within the Data Protection Act 1998. This list is not exhaustive and the Contractor must consider whether additional measures are required to ensure appropriate security and compliance with the Data Protection Act.

## **General Points**

1.6 The Contractor shall;

1.6.1 Identify whether the contractor shall maintain at a written policy and procedure document, for example with respect to the operation and use of CCTV system(s), to ensure the service complies with the City Council's policies and code of practice;

1.6.2 Where a contract is to require processing of personal data to be carried out by a data processor on its behalf the Council must in order to comply with the seventh principle;

1.6.3 Choose a data processor providing sufficient guarantees in respect of the technical and organisational security measures governing the processing to be carried out; and

1.6.4 Take reasonable steps to ensure compliance with those measures



## Annex 2

### Employment and Skills Plan.

#### Delivery of Outputs

- 1.1 The contractor shall actively participate in the potential for economic and social regeneration which results from this contract and shall deliver the requirements set out in the contractor's Employment and Skills Method Statement and the associated outputs in the employment and skills requirements.

#### Modification of output levels:

- 1.2 The Employment and Skills Method Statement, including the outputs and or their levels, may be modified at any time by mutual agreement between the parties.

#### Recruitment:

- 1.3 Every vacancy in relation to this contract, including those with subcontractors, is to be notified to Employment Leeds, and candidates identified by them are to have an equality of opportunity in the selection process.

#### Remuneration:

- 1.4 All trainees shall be paid in accordance with industry / sector norms and shall have terms and conditions of employment that are at least equivalent to those provided to staff and employees that have equivalent skills and experience.

- 1.4.1 The contractor is encouraged to increase the remuneration of trainees in line with their experience and productivity in accordance with the practices applied to all other employees of the contractor.

#### Monitoring and verification of Information:

- 1.5 Every [four] weeks the contractor shall provide the client with an Employment and Skills Performance Statement setting out in relation to the reporting period the following;
  - 1.5.1 the levels of outputs achieved in that period and cumulatively for the contract period;
  - 1.5.2 the number of vacancies notified to Employment Leeds;
  - 1.5.3 the postcodes of all people engaged in providing the services / supplies/ works in any capacity;
  - 1.5.4 a trainee recruitment notification signed by the trainee permitting the provision of personal data to the Client for contract monitoring purposes;
  - 1.5.5 a trainee transfer notification where a trainee is moved between sites, or between employers engaged in the contract; and
  - 1.5.6 a Trainee completion or termination notification.

## Contractor and subcontractor compliance.

- 1.6 It is the contractor's responsibility to develop a working method that will deliver the employment and skills requirements and related monitoring and verification data, and obtain the full cooperation of any subcontractors and suppliers in delivering these requirements.

### Support:

- 1.7 The inclusion of recruitment and training requirements does not comprise or imply any promise on the part of the client or their agents to provide suitable trainees or labour. Any action taken by these bodies or their agents to broker relationships between the contractor and local individuals / firms / agencies does not imply that they or their agents consider the individual / firm / agency as suitable for engagement by the contractor. All recruitment, supervision and discipline responsibilities rest with the contractor and its subcontractors. Within this context the client will work with local agencies to help facilitate the achievement of the recruitment and training requirements.

### Performance monitoring:

- 1.8 As part of the council's contract monitoring process, the projected contract outputs will be reviewed against delivered outputs by the contract manager.
  - 1.8.1 Contractors will be required to include details of how these outputs have been met, providing supporting evidence where appropriate and identifying measures for improvement where targets have not been met.
  - 1.8.2 The council's Employment Leeds team will provide a dedicated resource for support and guidance in developing and implementing the Employment and Skills plan.
- 1.9 Performance on individual contracts will be aggregated and reported on a six monthly basis to the relevant Chief Officers for monitoring purposes.