

This data processor agreement (“agreement”) is between
Staffordshire County Council (“the data controller”)
and
Foster Carers (“the data processor”)

Whereas:

(A) This agreement is provided in addition to any other separate agreement entered into between the parties and introduces further contractual requirements to ensure the protection and security of data passed from Staffordshire County Council (“the data controller”) to the foster carer (“the data processor”) for processing.

(B) Where personal data is to be processed by a data processor on behalf of a data controller paragraph 12 of Schedule 1 part II of the Data Protection Act 1998 requires that processing is carried out under a contract and requires data processors to comply with obligations equivalent to those imposed on a data controller by the seventh principle. For the purposes of Schedule 1 part II, this agreement constitutes a contract.

(C) The conditions laid out in this agreement apply to short term¹ access to data controlled by Staffordshire County Council by foster carers

Definitions:

1. “Data” covered by this agreement may be manual or electronic, stored on media of any kind and processed in any way. Data includes but is not limited to “personal data”² as defined in the Data Protection Act 1998 (“DPA”).
2. “Systems” covered by this agreement may be any system which holds, processes, displays, transfers or otherwise makes data available.
3. “Processing” covered by this agreement may be any operation which is performed on personal data, (whether manual or electronic) including collection, recording, storage, use, disclosure, erasure or destruction.
4. The conditions in this agreement will apply at all times to both raw data and any data produced by further processing by the Council, the foster carer, the “data subject”³ (as defined in the DPA) or any other party.

Application:

1. This agreement shall apply to all data processed as part of the foster care agreement for the period of time that the placement requires.
2. The foster carer will be required to undertake appropriate training which will be made available through the Adoption and Fostering Recruitment and Training Team.
3. The foster carer will be required to sign the confidentiality agreement which can be found in Schedule A of this agreement.

¹ Short term refers to the length of time the foster child is in the care of the foster carer

² Personal data is any information which relates to an identifiable living individual

³ Individual to which the personal data relates

Purpose of processing:

1. Data controlled by the Council may only be accessed by, and released to, “authorised persons”⁴ and may only be processed for the business purposes of the Council as outlined in the Foster Care Agreement or where permitted by law and authorised by the Council.

Security and confidentiality of data

1. Foster carers must comply with any procedures, standards or confidentiality requirements specific to the work area. If the foster carer believes that these requirements may conflict with something else that they have been advised to do, they should refer the matter to the Fostering County Manager who will discuss the issue with the Head of Information Governance.

2. All use of Council data must be compliant with relevant legislation including, but not limited to, the General Data Protection Regulation (GDPR) the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. There may be occasions when the Council requires assistance from foster carers in order to ensure compliance with this legislation.

3. The foster carer shall treat all information belonging to the Council as confidential and shall safeguard it accordingly. Confidential information should be afforded the highest sensitivity and security.

4. All confidential written communication between the parties should be sent securely by secure file transfer (that will be provided by the Council), delivered by hand or sent via special delivery.

5. Any credentials that are provided to a foster carer or authorised person to facilitate access, i.e. usernames, passwords or physical means of authentication, must be kept secure and must not be disclosed or provided to unauthorised persons. Passwords should not be shared with any other person. If physical means of authentication have been provided, these must be returned once they are no longer required.

6. Where the foster carer or authorised person may select their own password they should refer to the Council’s guidance on password management which can be found in the IT security section of the Foster Care Handbook.

7. No copy of the data may be made except for any copies required to carry out the foster care role. No data may be retained by the foster carer once the placement has ended or used in any way which is not required for the foster care role without the written consent of the Council.

8. The foster carer must not, under any circumstances, attempt to bypass security systems or controls.

9. Any advice provided by the Council must be followed to ensure that electronic data processed on behalf of the Council does not become compromised, i.e. infected with malicious code or viruses.

10. The Council reserve the right to inspect any equipment used to carry out this work.

11. The foster carer should return all data relating to the foster child (whether manual or electronic) to the Council upon completion of the foster care placement. Foster carers should

⁴ An authorised person is any person deemed by the Council to be authorised

check that information has not accidentally been saved to the PC, and if any information is found, it should be wiped. Advice on how to do this securely can be found in the IT security section of the Foster Care Handbook. Continuing to hold this information after the placement is complete may be a breach of data protection legislation.

12. The foster carer must comply with licensing restrictions on software and data to which they are given access.

13. The foster carer shall safeguard the data from unauthorised or unlawful processing or accidental loss, destruction or damage. All personal data will be kept with adequate security; electronic data should be stored on an encrypted memory stick issued by the Council which should be stored in a locked receptacle when not in use. Manual data will be stored in a locked receptacle when not being actively processed.

14. Where data must be transferred, moved or copied to another location this must be by suitably secure means and only to authorised locations and persons.

15. As data may only be made available to foster carers and authorised persons, care must be taken not to allow any unauthorised person to see it on a screen, as a hard copy or hear its content discussed in a conversation.

16. The requirements of this agreement apply to any security backup copies of Council data.

17. Any potential or actual security incidents that occur must be reported to the Adoption and Fostering Recruitment and Training Team as soon as it has been realised.

18. The foster carer must provide the necessary assistance to the Council when dealing with requests for information, complaints and investigations in to alleged security incidents to ensure compliance with corporate and statutory timeframes.

Liability

1. All rights are reserved by the Council and no rights or obligations other than those expressly stated in this agreement are granted or to be implied from it.

2. The Council provides no warranty in respect of the data or systems that the foster carer is allowed access to.

3. If a foster carer is in breach of any of the terms contained in this agreement, they may be in breach of the Data Protection Act 1998, and in some cases, committing an offence.

Termination:

1. Any changes to this agreement must be approved in writing by the Fostering County Manager and the Head of Information Governance.

2. Either party may terminate this agreement through retirement, resignation or de-registration upon giving the appropriate notice as outlined in the Foster Care Handbook.

Jurisdiction:

1. This agreement shall be governed by and interpreted in accordance with English law and the parties submit to the jurisdiction of the courts of England.

Schedule A

CONFIDENTIALITY AGREEMENT

Information relating to Children in Care which is controlled by Staffordshire County Council will contain sensitive personal data and may be restricted and/or confidential.

No unauthorised person is permitted to access the information and anyone deliberately or recklessly accessing or attempting to access the information may be committing a criminal offence. No information is to be used in a manner that is incompatible with this agreement or not approved explicitly by Staffordshire County Council.

Declaration:

I have read, understood and agree to the above.

Signed (foster carer):

Print name (foster carer):

Date:

Declaration (to be completed by the Allocated Fostering Social Worker)

Full name of foster carer	First name		Middle Initial		Surname	
Address						
Telephone number						
Email address						
I understand that I am acting on behalf of Staffordshire County Council in ensuring that the foster carer named above understands this agreement and that the foster carer's compliance with it will be monitored. I will ensure that the foster carer has access to any policy, procedure or standard that is relevant and that any Council assets, i.e. memory stick, information, equipment, etc that are provided to the foster carer are recorded. I will review implementation during supervising visits and will report any security incident that arises as a result of this agreement to the Information Governance Unit.						
Full name of Allocated Fostering Social Worker				Allocated Fostering Social Worker signature		
Location						
Date						
Telephone number						

Declaration (to be completed by the foster carer)

I have read the information in this agreement and agree to comply with this and all policies and standards that Staffordshire County Council makes me aware of. I realise that the Council may record, for management use, information about my use of information and information systems and keep a record of any network activity including the transmission or receipt of any kind of file or message. I know that violation of this agreement could amount to a breach of the Data Protection Act 1998, and in some cases, an offence.

Foster carer signature:

Signed: Date:

If you require any further information about this agreement or do not fully understand the terms, please contact the Fostering Central – Engagement Team and Training Team who will advise accordingly