



# **Information Sharing Agreement between constituent members of the Worcestershire Safeguarding Children Partnership (WSCP)**

## **1. Introduction**

This Information Sharing Agreement (ISA) is an agreement between all partner agencies working together under the remit of the Worcestershire Safeguarding Children Partnership to promote welfare and safeguard children within the Worcestershire area.

The primary purpose of this agreement is to facilitate the exchange of information in order to comply with the statutory duty on local partner agencies to work together. It provides the framework upon which the exchange of information can be facilitated between the members of the Partnership, where it is “necessary or expedient” for the purposes of any statute or for the purposes of this agreement, and where the principles of data protection are upheld.

This ISA applies to the information shared for the purpose of the WSCP and does not replace individual agencies ISA's.

## **2. Specific Purposes of Information Sharing under this Information Sharing Agreement**

It is recognised that information sharing between organisations is essential to safeguard children at risk of abuse, neglect and exploitation. In delivering its functions the WSCP is required to hold and share data, some of it sensitive and confidential, with decisions being made about what information is shared and with whom on a case-by-case basis. Whether or not information is shared with or without consent, the information should be:

- necessary for the purpose for which it is being shared
- shared only with those who have a need for it
- be accurate and up to date
- be shared in a timely fashion
- be shared accurately
- be shared securely
- destroyed/deleted securely when no longer required

Information provided for one purpose should not be used for another purpose without consideration being given as to whether further consent is needed. However, where information is being shared to prevent or reduce crime, or in connection with the safety and well-being of a child, further consent will not normally be necessary.

All agencies under this agreement will be bound by legislation, guidance and common law which will determine their ability to disclose, receive and process information. As a minimum, to ensure effective safeguarding arrangements, this agreement will:

- outline the principle for sharing information between agencies, professionals and other statutory bodies;
- outline the principle and standards of expected conduct and practice of partner agencies and staff working for them; and
- provide a framework for the legal, secure and confidential sharing of information between agencies and professionals.

In the event of any disruption to the data sharing arrangements this will be dealt with by the Partnership Co-ordinator who will prioritise the incident and act accordingly.

## **3. Lawful Basis for Information Sharing**

The relevant data protection lawful basis/bases for sharing personal data under this agreement is / are:

- Task carried out in the public interest or in the exercise of official authority vested in the Controller (GDPR A6(e))
- Compliance with a Legal Obligation (GDPR A6(c))

The data protection conditions for processing special category personal data are:

- Processed for Health or Social Care purposes (DPA Sch1(2))

#### **4. Relevant Legislation and Statutory Guidance**

[Children Act 1989 and 2004](#) (responding to abuse and neglect and the duty on partner agencies to co-operate in safeguarding and promoting the welfare of children)

[Children and Social Work Act 2017](#) (abolition of LSCBs and introduction of new local arrangements for safeguarding and promoting the welfare of children)

[Working Together to Safeguard Children 2018](#) (role of partner agencies in safeguarding and promoting the welfare of children and new local multi-agency safeguarding arrangements)

[Data Protection Act 2018](#) and the General Data Protection Regulation 2016/679 (rules and controls governing how personal data is processed and protected by organisations, businesses and government)

#### **5. Data Controller**

Each local authority in England is required to establish a local Safeguarding Children Partnership (Working Together 2018). Constituent partners of the Worcestershire Safeguarding Children Partnership are acting as joint data controllers for the purposes of co-ordinating and monitoring the effectiveness of local safeguarding children arrangements activities. A summary of the data held by WSCP and how it uses it can be found at Appendix 1.

Each partner agency is the data controller for the Personal Identifiable Data (PID) which it holds. Complaints regarding inappropriate disclosure of PID should be addressed by the data controllers for the agency concerned. It is anticipated that partner agencies will have procedures in place to address complaints relating to inappropriate disclosure or failure to disclose personal information.

Worcestershire County Council (WCC) will be the data controller for any Personal Identifiable Data generated and held by the Worcestershire Safeguarding Children Partnership (such as for the purposes of commissioning auditors/trainers, or reports generated from case reviews or audits).

#### **6. WSCP meetings, including sub-groups and working groups**

The WSCP does not deliver any direct services to children, young people and families, however to fulfil its statutory functions it may be necessary to share confidential case-specific information at meetings which deliver statutory functions on behalf of the Partnership. Examples of such meetings are the Child Safeguarding Practice Review Board and the Quality Assurance Practice and Procedures Board. The Chair of the meeting will ensure that a Confidentiality Statement is made at the start of the meeting and that all parties understand their responsibilities in respect of information sharing. Exchange of information may be verbal or written, however data protection principles must still apply with attendees only being present where it is appropriate for them to share and/or receive the information.

Attendees at meetings convened by the WSCP will be asked to sign an attendance list which will confirm their individual compliance with the Confidentiality Statement (Appendix 2).

Notes taken at meetings where confidential information is shared will be marked 'OFFICIAL-SENSITIVE'. Only those people who have been invited to the meeting, or who deputised for them, will receive copies of the notes. In all circumstances consent to use and disclose copies of notes/minutes of meetings must be sought from the Chair of the meeting.

If a partner organisation wishes to disclose confidential information which has been shared with them, written consent must be obtained from the relevant data controller of the information prior to any disclosure being made.

## 7. Information Security

All partner organisations to this agreement acknowledge the security requirements of the data protection legislation including GDPR. They will ensure that the necessary technical and organisational measures to safeguard and secure against unlawful processing, accidental loss or destruction or damage to personal and personal sensitive information will be put in place.

All partner organisations to this agreement agree to ensure all staff complete specific information sharing and data protection training.

Each partner organisation will ensure that there are appropriate arrangements in place to ensure that any personal or personal sensitive information, is transferred securely.

**E-mail** - If information is sent by email between public sector bodies, communication of personal or personal sensitive information must be sent via a secure email system e.g. TLS v1.2 enabled email domains or by using commercial encryption solutions like Egress or CISCO CRES. Partner organisations that do not have access to TLS v1.2 enabled email must send such information, using a strongly password protected document as an email attachment. The recipient should contact the sender for the password: N.B. if it is not given verbally, the password must not be included in the same email (or chain) as the attachment.

**Post** – If information is to be shared via post to an external authorised recipient, the sender will ensure that: the information has been protectively marked; that the recipient's address is accurate; a sealed/window envelope with a printed return address is used; Any PROTECT/ RESTRICTED information shared by post must be done via secure courier.

**Telephone** – disclosures of information over the telephone should only be conducted where the identity of the recipient is known and has been verified. Confidentiality is maintained when using desk and mobile phone equipment, e.g. by being aware of who may be able to overhear a conversation, not leaving personal/sensitive personal data on voice messages or sending it via SMS (and similar). All disclosures should be documented and proportionate.

Should there be a breach of security this will be dealt with by WSCP who will inform the data protection officer at WCC. If the matter relates to a specific organisation the nominated post holder will be informed and should act in accordance with their own policy.

Partner agencies as data controllers need to ensure they are appropriately indemnified to ensure themselves against any enforcement action undertaken by the Information Commissioner (or any other regulator with a remit with respect to the processing of personal data)

## 8. Information storage, retention disposal and data quality

All agencies party to this agreement will ensure that they have in place policies and procedures governing:

- The secure storage of all personal and sensitive personal information within their manual and electronic storage systems; Electronic copies of information should only be held on encrypted devices or servers and should not be transferred to portable devices unless such devices are fully encrypted and their use is necessary for the provision of services under this agreement.
- The retention of information held in manual and electronic systems; Information processed under this agreement will only be retained for a minimum period as necessary in relation to the purpose for which it has been provided and then securely destroyed when that period comes to an end.
- Data quality – measures should be put in place to ensure the accuracy of all information that is held and processed during the safeguarding process. Any person processing personal and/or special category personal data in the safeguarding process is responsible for ensuring that it is accurate and up to date in line with data protection principle 4).

The secure disposal of electronic and manually held information:

- Each partner organisation will ensure that personal and special category personal information is securely removed from their systems and that printed documentation is securely destroyed at the end of its retention period in line with their organisation's policy and procedure.
- Electronic information should be securely destroyed by the physical destruction of the storage media or by the use of electronic shredding software.
- Hard copy information should be destroyed by cross-cut shredding and secure recycling of the paper waste.

## **8. Information Rights requests**

Each partner to this agreement will have appropriate processes in place to respond to any requests from an individual exercising their rights under data protection legislation and Freedom of Information requests

## **9. Partners to the Agreement**

We accept that this Information Sharing Agreement will provide a framework between the partner organisations for the secure sharing of information within the Worcestershire Safeguarding Children Partnership 'Information Community' in a manner compliant with their statutory and professional responsibilities.

Partners undertake to:

- implement and adhere to this Information Sharing Agreement
- ensure that all protocols and procedures established within the organisation and between the organisation and others for the sharing of information are consistent with this Information Sharing Agreement;
- establish systems, raise awareness, issue specific guidance, and provide training to their staff to ensure compliance with this agreement;
- ensure no restrictions will be placed on sharing information other than those specified in this Agreement
- Identify a post holder for ensuring the accuracy of any data exchanged and a post holder

for day to day responsibility (this could be the same person)

Should a partner wish to withdraw from this Agreement they must notify WSCP immediately. New partners who require to be added to this agreement must notify WSCP manager.

This agreement will remain in place until any changes in legislation are identified.

Each partner should identify an appropriate signatory and this must be clearly stated in the signatory list below.

# Information Sharing Agreement

Between partner agencies involved in the delivery of functions on behalf of the  
Worcestershire Safeguarding Children Partnership

Agency	Signatory	Role	Date
Independent Scrutineer	Derek Benson	WSCP Independent Chair	1 August 2019
Worcestershire Children First	Catherine Driscoll	Chief Executive	1 August 2019
Worcestershire Children First	Tina Russell	Director (Designate) Social Care and Safeguarding	1 August 2019
Worcestershire Children First	Sarah Wilkins	Director (Designate) Education and Early Help	1 August 2019
Worcestershire County Council	Andy Roberts	Lead Member	1 August 2019
Young Solutions	Michael Hunter	Chief Executive (representing Community Voluntary Sector)	1 August 2019
CAFCASS	Julie Shaw	Service Manager	1 August 2019
Heart Of Worcestershire FE College	Julia Breakwell	Vice Principal (representing FE Colleges)	1 August 2019
Bromsgrove and Redditch District Council	Kevin Dicks	Chief Executive (representing District Councils)	1 August 2019
Worcestershire Health and Care NHS Trust	Michelle Clarke	Director of Quality (Executive Nurse)	1 August 2019
NHS Worcestershire Clinical Commissioning Groups	Lisa Levy	Chief Nurse and Director of Quality	1 August 2019
Worcestershire Clinical Commissioning Groups	Ellen Footman	Designated Nurse	1 August 2019
Worcestershire Health and Care NHS Trust	David Lewis	Designated Paediatrician for Safeguarding	1 August 2019
West Midlands Ambulance NHS Trust	Robert Cole	Head of Clinical Practice	1 August 2019
Worcestershire Acute Hospitals NHS Trust	Vicky Morris	Deputy Chief Nursing Officer	1 August 2019
Herefordshire and Worcestershire Youth Justice Service	Keith Barham	Head of Service	1 August 2019
West Mercia Police	Damian Pettit	Superintendent, South Worcestershire	1 August 2019
Warwickshire and West Mercia Community Rehabilitation Company	Jo Goldie	Head of Service, Worcestershire and Hereford	1 August 2019
National Probation Service	Jackie Stevenson	Head of Service, West Mercia	1 August 2019

Adult Social Care, WCC	Sarah Cox	Quality and Safeguarding Services Manager	1 August 2019
Lickey Hills Primary School	Amanda Salisbury	Head Teacher (representing First and Primary Schools)	1 August 2019
St Egwins Middle School	Nick Pullen	Head Teacher (representing Middle Schools)	1 August 2019
Waseley Hills High School	Alan Roll	Head Teacher (representing Secondary Schools)	1 August 2019
King's School	Matthew Armstrong	Head Teacher (representing Independent Schools)	1 August 2019
Riversides School	Paul Yeomans	Head Teacher (representing Special Schools)	1 August 2019
Magic Moments Nursery	Natalie Burford	Proprietor (representing Early Years)	1 August 2019
Platform Housing Group	Clare Jackson	Group Property Care Director (representing Housing Providers)	1 August 2019
Public Health, WCC	Kath Cobain	Interim Director	1 August 2019
Hereford and Worcester Fire and Rescue Service	Nathan Travis	Chief Fire Officer	1 August 2019

## Appendix 1

Data held by WSCP	Purpose for which the WSCP holds the data	How and when data is collected or obtained	How WSCP uses the data	Storage and disposal of the data
Names and contact details of individuals who are designated members of the WSCP or who are participant observers, or who are nominated representatives who sit on sub groups of the WSCP	Statutory function:  Co-ordinating services to promote welfare and safeguard children and young people	Names and contact details are provided by a partner agency when a new representative joins the WSCP or its sub group, or when a new sub group is established	Circulation of agendas, minutes and other agreed communications required to enable the groups to fulfil their respective functions as set out in the terms of reference  Group emails are circulated to the whole membership (plus PAs where requested) which means that each individual group member has sight of the contact details for other group members  Names and contact details of WSCP members are published on the WSCP website	Membership lists for the WSCP and its sub groups are retained on the WSCP electronic database  Names and contact details are reviewed and updated as membership changes and individual contact details are deleted as necessary
Names and contact details of individuals who are on the circulation list for the WSCP Safeguarding Network	Statutory function:  Communicating to professionals and seeking feedback on safeguarding issues	Names and contact details are provided by the practitioner when they join the Network	Circulation of agendas, minutes and other agreed communications required to enable the Network to fulfil its functions as set out in the terms of reference  Group emails are circulated to the whole membership using BCC which means that each individual group member will not have sight of contact details	Membership list for the Network is retained on the WSCP electronic database  Names and contact details are reviewed and updated as membership changes and individual contact details are deleted as necessary
Names and contact details (including home addresses and personal email addresses in some cases) for Contractors who are commissioned by WSCP to deliver services (or prospective Contractors)	Statutory function:  Supports the auditing, quality assurance, Serious Case Review and Child Death Overview Panel functions of the LSCB  Supports the training delivery function of WSCP (not statutory)	Data is provided by prospective Contractors during the procurement process	Contracting and payment of invoices for work completed or setting up on Payroll system where the Contractor is deemed to be an Officer of the Council	Data is retained on the WSCP electronic database  Data pertaining to unsuccessful prospective Contractors is deleted as soon as the procurement process is completed  Data pertaining to successful Contractors is deleted when the Contract ends
Names and contact details of practitioners who register for training courses delivered by WSCP	For administration of the training delivery function of WSCP (not statutory)	Data is provided by individual practitioners or their managers during the training registration process	Data is used to circulate joining instructions, confirm attendance at specific courses and retain records of training completed by agency  Joining instructions are circulated using blind emails to ensure confidentiality of individual attendees' details is maintained	Data is stored on the WSCP electronic database and in hard copy  Records of training completed are retained for 2 years to enable the production of training reports  Training Privacy Statement in place which is on the WSCP website and issued to attendees at the point of registration
Names and contact details of safeguarding and communications	Statutory function:  Communicating to professionals on	Names and contact details are provided by the partner agency or from the individual	Circulation of relevant safeguarding information required to enable the safeguarding or	Contact lists are retained on the WSCP electronic database

leads in partner agencies	safeguarding issues	practitioner when they adopt the role of safeguarding or communications lead	communications lead to fulfil their role  Group emails are circulated to the whole contact list which means that each individual has sight of the contact details for other leads (unless opted out)	Names and contact details are periodically reviewed and updated and individual contact details are deleted from the contact lists as necessary
Child and family-specific personal details (names, dates of birth, addresses, information regarding interventions by partner agencies)	Statutory functions: <ul style="list-style-type: none"> <li>• Serious Case Reviews and other case reviews (evaluating effectiveness)</li> <li>• Multi-Agency Case File Audits (MACFAs) (evaluating effectiveness)</li> <li>• Information shared with WSCP by partner agencies or members of the public regarding dispute resolution</li> </ul>	Data is requested by WSCP from partner agencies when a case is to be audited or reviewed.  Case-specific information may be shared with the WSCP by a member of the public who is unhappy with the response of a partner agency, or by a partner agency who wishes to escalate a case which requires dispute resolution at stage 4 of the WSCP's Escalation Policy.	Data is shared between partner agencies on a need to know basis only. Partner agencies are asked to check it against their own records for the purposes of completing audits or reviews.  Data is used to produce anonymised reports on the findings of audits and reviews which are shared on a need to know basis with partner agencies to promote learning and to improve practice if necessary.  Consent is not required from the young people/families concerned as the function is being carried out under the relevant legislation pertaining to LSCPs.	Data is stored in a secure folder on the WSCP electronic database.  Data is retained for 15 years and then deleted.  Identifying information is transferred using secure mechanisms and partner agencies are required to ensure that they also use secure information transfer mechanisms and only share information when absolutely necessary.  The permission of the data controller is required before confidential information is shared more widely.
Application forms and other documentation completed as part of staff recruitment to the WSCP Business Unit	Recruitment of staff	Data is provided by individual applicants during the recruitment process	Recruitment and selection processes.	Data is retained in a secure folder on the WSCP electronic database  Data pertaining to unsuccessful applicants is deleted as soon as the recruitment process is completed  Data pertaining to successful candidates is deleted once the Contract has been issued by WCC HR staff.

## Appendix 2



### Confidentiality Statement

The Chair of the meeting reminds all concerned of the principles contained within the WSCP Information Sharing Agreement and associated information sharing protocols.

Personal data shared by agency representatives within the remit of this meeting is strictly confidential and must not be disclosed to third parties without the agreement of the partners and the consent of the Chair of the meeting. Information will be shared on a 'need to know' basis and a clear distinction should be made between fact and opinion. If there is any doubt about its accuracy this should be stated.

All agencies should ensure that documents shared at or resulting from this meeting are treated as confidential material and that they are retained in an appropriately secure manner.

By signing this document we as participants of the meeting agree to abide by these principles.

Name	Signature	Job Title/role	Contact details

#### Privacy Notice

Please note that your professional contact details (name and email address) are stored on the WSCP's electronic database for as long as you remain a member of this group and will be shared with other group members during circulation of agendas, minutes and other documents.

If you do not consent to the sharing of your professional contact details then please inform the WSCP administrator who will remove your details from the group contact list.

## **Appendix 3**

# **Worcestershire Safeguarding Children Partnership Privacy Notice**

## **How we use personal information**

The Safeguarding Children Partnership collects and processes personal data relating to anyone accessing our service

The Safeguarding Children Partnership is committed to being transparent about how it collects and uses your personal data and to meeting its data protection obligations. This privacy notice describes how Worcestershire Safeguarding Children Partnership (WSCP) collects and uses information about our service users, in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

Personal data, or personal information means any information from which that person can be identified.

### **What personal data does the Safeguarding Children Partnership collect?**

The Safeguarding Children Partnership collects and processes the following information about you:

- Your name, work address and work contact details, including work email address and work telephone number
- If you are a private applicant the contact details we hold will be your name, home address and contact details, including email address and telephone number.
- Information about training needs, including whether or not you have a disability for which the Safeguarding Children Partnership needs to make adjustments for on training events.
- Attendance information
- Qualitative and quantitative information given on evaluation forms following attendance at a training session.

If you are a commissioned trainer/reviewer we collect, store and use the following information:

- Name, business address, telephone number, email address, registered business name, limited company number and financial details including bank account number and sort code.

The Safeguarding Children Partnership will collect this information in a variety of ways. For example, data might be collected through application forms and evaluations forms (on the day and three month evaluation) or through procurement paperwork when we commission training from a private provider.

## **Where will your personal data be stored?**

Your personal data will be stored in a range of different places, including in an Excel Spreadsheet (Training Database and in the WSCP email system (Outlook) and in document format).

## **Why does the Safeguarding Children Partnership process your personal data?**

The Safeguarding Children Partnership needs to process your data in order to maintain the service that we provide which includes but is not exclusive to; providing training, evaluating the quality of that training, workforce planning support and procurement.

The Safeguarding Children Partnership has a legitimate interest in processing your personal data. It needs to process personal data to

- ✓ Contact delegates booked onto training for a variety of reasons such as to inform them of the cancellation of training or a change of date or venue or distribute training material
- ✓ Maintain accurate training records
- ✓ Obtain information relating to any type of disability you may have, to ensure that we comply with making reasonable adjustments where possible for those in attendance to training.
- ✓ Provide quarterly reports for nominated agency representatives regarding attendance at training.
- ✓ Ensure effective business administration
- ✓ Provide training records on request for current or former employees and external businesses who may have purchased training through us and wish to access their records
- ✓ Produce Trainer contracts
- ✓ Process invoices for payment
- ✓ Collect impact evaluation data post course

## **Who has access to your personal data?**

Your information may be shared internally within your agency, including a nominated Agency Link from your organisation, with members of your HR team, your line manager, managers in the business area in which you work and IT staff if access to the data is necessary for performance of their roles.

With regards to commissioned trainers information on successful tenders will be shared with the County Council Procurement team and cited on the Council Council website.

## **How does the Safeguarding Children Partnership protect your personal data?**

Worcestershire County Council (WCC) takes the security of your personal data seriously. The Safeguarding Children Partnership follows internal policies and controls which are in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed.

Where WCC engages third parties to process personal data on its behalf, they do so under contract and on the basis of written instructions. Third parties are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data and comply with data protection legislation.

### **How long does the Safeguarding Children Partnership keep your personal data for?**

The WSCP follows the lengths of time specified for record retention in the WCC Disposal Schedule.

Hard copy course registers / evaluation forms - 2 years following the completion of a training course.

Electronic record – 3 years

Financial information- Creditors / Debtors /Requisitions – in line with WCC policy

Procurement / Contracts - 6 years after the end of the Contract

### **Your rights**

As a data subject, you have a number of rights which are detailed at:

<http://www.worcestershire.gov.uk/makeadataprotectionrequest>

If you would like to exercise any of these rights, please contact the Safeguarding Children Partnership Co-ordinator.

Please note that if you wish to have access to your personal data, this should be requested through the Data Protection team at:

<http://www.worcestershire.gov.uk/makeadataprotectionrequest>

If you believe that the Worcestershire Safeguarding Children Partnership (WSCP) has not complied with your data protection rights, please contact the WCC Data Protection Officer in the first instance. You can also complain directly to the Information Commissioners Office (ICO) [www.ico.org.uk](http://www.ico.org.uk).

### **Contact information:**

Please contact the Safeguarding Children Partnership Co-ordinator by emailing ..... for further information.