



# **Information Sharing Agreement between constituent members of Worcestershire Safeguarding Adults Board**

**2019**

**V 1**

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### **Contributors to the development of the document**

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## **1. Introduction**

This Information Sharing Agreement (ISA) is an agreement between all partner agencies working together under the remit of the Worcestershire Safeguarding Adults Board to promote welfare and safeguard Adults with care and support needs, as defined in the Care Act (2014), 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 Board, 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 WSAB 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 Adults with care and support needs at risk of abuse, neglect and exploitation. In delivering its functions the WSAB 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 an adult with care and support needs or an adult that lacks capacity, 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 Board Manager 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**

### **Care Act 2014**

Responding to abuse and neglect and the duty on partner agencies to cooperate

Link <http://www.legislation.gov.uk/ukpga/2014/23/contents>

**Care Act 2014: statutory guidance for implementation** Statutory guidance to support implementation of part 1 of the Care Act 2014 by local authorities

Link . <https://www.gov.uk/government/publications/care-act-2014-statutory-guidance-for-implementation>

**Mental Capacity Act 2005** Provision relating to persons who lack capacity;

Link <https://www.legislation.gov.uk/ukpga/2005/9/contents>

[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 Safeguarding Adults Board (Constituent partners of the Worcestershire Safeguarding Adults Board are acting as joint data controllers for the purposes of co-ordinating and monitoring the effectiveness of local safeguarding Adults arrangements activities. A summary of the data held by WSAB and how it uses it can be found at Appendix 1.

Each partner agency is the data controller for 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

## **6. WSAB meetings, including sub-groups and Task and Finish groups**

The WSAB does not deliver any direct services to Adults with care and support needs, 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. These include the Board

Sub-groups, particularly the Case Review Sub-Group which oversees the Safeguarding Adult Reviews. 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 WSAB 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 'RESTRICTED'. 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, (protected or restricted information), is transferred securely.

**E-mail** - If information is sent by email between public sector bodies, communication of protected or restricted information must be sent via a secure email system. Communications between public sector organisations of restricted/ protect information can only be done between the following prefixes (Gov.uk, PNN, GSI, CJSM, NHS.NET). Partner organisations that do not have access to the secure public sector network as above, 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 WSAB who will inform the GDPR team 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 insure

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 Adults Board '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 WSAB immediately. New partners who require to be added to this agreement must notify WSAB 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.





## Appendix 1

Data	Purpose	Originator	How the data is used	Storage and Disposal
Personal information relating to an adult	Deliver statutory function of the council (exercise of official authority of the council) To conduct a Safeguarding Adults Review (SAR) or other statutory review	Representatives of organisations, partner agencies and those that may have provided services to the adult such as (but not limited to) Worcestershire County Council Adult Social Care, Worcestershire Acute Hospitals Trust, Worcestershire Health & Care NHS Trust, West Midlands Ambulance Service, West Mercia Police and Housing providers)	Communication of safeguarding information with relevant parties involved in the SAR process (partner agencies and those that may have provided services to the adult such as (but not limited to) Worcestershire County Council Adult Social Care, Worcestershire Acute Hospitals Trust, Worcestershire Health & Care NHS Trust, West Midlands Ambulance Service, West Mercia Police and Housing providers)	Data is stored in a secure folder on the WSAB 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.
Contact details of Safeguarding Network	Communication of learning from SARs and other safeguarding information to professionals/other interested parties and seeking feedback on safeguarding issues	Individuals (persons and/or representatives of organisations) who have chosen to join the Virtual Network	Communication by email	Data is stored in a secure folder on the WSAB electronic database.  Names and contact details are reviewed and updated as membership changes and individual contact details are deleted as necessary. Will be deleted upon request of that individual.
Contact details of • Agency	Deliver statutory function of the	Representatives of organisations and	Communication of safeguarding and	Data is stored in a secure folder on the

safeguarding leads and Representatives of organisations and partner agencies <ul style="list-style-type: none"> <li>Members of the Board and Subgroups</li> </ul>	council (exercise of official authority of the council)	partner agencies	other relevant information associated with the work of the Board	WSAB electronic database. <p>Names and contact details are reviewed and updated as membership changes and individual contact details are deleted as necessary</p>
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## Appendix 2



### Meeting Confidentiality Statement

Information 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 the minutes of the meeting are treated as confidential material and that they are retained in an appropriately secure manner.

By attending this meeting we, as participants, agree to abide by these principles.

### Privacy Notice

Please note that your professional contact details (name and email address) are stored on the WSAB'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 WSAB administrator who will remove your details from the group contact list.

## Appendix 3

# Worcestershire Safeguarding Adults Board Privacy Notice How we use personal information

The Safeguarding Adults Board collects and processes personal data relating to anyone accessing our service

The Safeguarding Adults Board 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 Adults Board (WSAB) 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 Adults Board collect?**

The Safeguarding Adults Board 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 access needs for attending meetings and events, including whether or not you have a disability for which the Safeguarding Adults Board needs to make adjustments for.
- Attendance information
- Qualitative and quantitative information given on evaluation forms following attendance at an event.

If you are a commissioned trainer/reviewer/author 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 Adults Board will collect this information in a variety of ways. For example, data might be collected through application forms and evaluations forms or through procurement paperwork when we commission services 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 ( e.g. Event Attendance and Network Databases and in the Safeguarding Adults Board email system (Outlook) and in document format.

## **Why does the Safeguarding Adults Board process your personal data?**

The Safeguarding Adults Board needs to process your data in order to maintain the service that we provide which includes but is not exclusive to: learning events, evaluation, workforce planning support and procurement.

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

- ✓ Contact delegates booked onto an event for a variety of reasons such as to inform them of the cancellation or a change of date or venue or distribute training material
- ✓ Maintain accurate attendance and invitee 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.
- ✓ Provide regular reports for nominated agency representatives regarding attendance to events.
- ✓ Ensure effective business administration
- ✓ Process invoices for payment
- ✓ Collect impact evaluation data post events

## **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 providers information on successful tenders will be shared with the County Council Procurement team and cited on the County Council website.

## **How does the Safeguarding Adults Board protect your personal data?**

Worcestershire County Council (WCC) takes the security of your personal data seriously. The Safeguarding Adults Board as a team within WCC 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 Adults Board keep your personal data for?**

The Safeguarding Adults Board 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 Adults Board Coordinator or Manager.

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 WCC has not complied with your data protection rights, please contact 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 Adults Board at [safeguardingadultsbo@worcestershire.gov.uk](mailto:safeguardingadultsbo@worcestershire.gov.uk)