

## Information Sharing Arrangement

### Somerset Safeguarding Children's Partnership

#### Parties

- Somerset County Council (SCC)
- NHS Somerset - Integrated Care Board (ICB)
- Avon and Somerset Constabulary (ASC)

#### About this document

This document acts as a Tier 1 Information Sharing Agreement.

A series of use cases will supplement this document.

#### Version Control

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1.5			
1.6			

## 1. Introduction

- 1.1. The Somerset Safeguarding Children Partnership formed in September 2019, replacing the Children Safeguarding Board, and placed equal responsibility for the safeguarding of children onto the key partners: Avon and Somerset Constabulary, Somerset Integrated Care Board and Somerset County Council as set out in *Working Together to Safeguard Children (2018)*.
- 1.2. The statutory guidance *Working Together to Safeguard Children (2018)* promotes good information sharing in order to enable the key partners to fulfil their duties under multiple pieces of legislation.
  - 1.2.1. “the police, integrated care boards and the local authority are under a duty to make arrangements to work together, and with other partners locally, to safeguard and promote the welfare of all children in their area”<sup>1</sup>
- 1.3. The SSCP is responsible for the delivery of the annual SSCP Business Plan and Somerset’s Children and Young People’s Plan which is published every three years.
- 1.4. The key focus of the learning activities (sections 11 to 15) is to identify and review the practice and performance of the safeguarding children system, to identify outcomes to improve the service provision and to safeguard Children and Young People.
- 1.5. It is important to note that processing of personal data is inevitable in these learning activities, however the focus of the learning activities is not on the individual, but on the systems and processes being adhered to so that good practice and improvements can be identified, and actions implemented.
- 1.6. The learning activities require processing of personal data to achieve the purposes outlined in section 3, whether these be prescriptive in law, or a duty that is placed as a result of legislation or statutory guidance.
- 1.7. This information sharing agreement aims to achieve a balance between the need to share personal information and special category data to fulfil the SSCP functions, and not stifle the learning processes, whilst ensuring that information sharing is adequate, necessary and proportionate.
- 1.8. This Information Sharing Arrangement (ISA) provides the framework for sharing of personal data between agreed parties to meet the purpose of
  - 1.8.1. improving access to information in order that each organisation can fulfil their legal duties

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<sup>1</sup> [Working Together to Safeguard Children 2018 \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/689117/Working-Together-to-Safeguard-Children-2018.pdf) pg 6

- 1.8.2. safeguarding and promoting the welfare of children in Somerset and to protect them from harm

## **2. Background**

- 2.1. The SSCP priorities are to
  - 2.1.1. monitor and evaluate the effectiveness of SSCP partners and local organisations, individually and collectively, in safeguarding and promoting the welfare of children.
  - 2.1.2. highlight any areas of concern or poor performance to the SSCP Executive via the Partnership Business Group.
  - 2.1.3. agree ways to improve safeguarding practice and to raise specific concerns about practice or a lack of resources with the Partnership Business Group.
  - 2.1.4. contribute to practice improvement by developing and overseeing new multi-agency policy initiatives or practice guidance.
- 2.2. Effective data sharing is required to fulfil the partnership's legal duties in respect of the following:
  - 2.2.1. Rapid Reviews
  - 2.2.2. Local Child Safeguarding Practice Review
  - 2.2.3. SSCP Audit and S11 (reporting to the SSCP Quality and Performance sub-group)
  - 2.2.4. SSCP Assurance Reporting
  - 2.2.5. Case for Consideration
- 2.3. The SSCP and this information sharing agreement recognises that
  - 2.3.1. nothing is more important than children's welfare
  - 2.3.2. Information sharing is essential for effective safeguarding and promoting the welfare of children and young people
  - 2.3.3. Serious Case Reviews ("SCRs") carried out following the death or serious injury of a child have repeatedly highlighted that missed opportunities to record, understand the significance of and share information in a timely manner can have severe consequences for the safety and welfare of children;
  - 2.3.4. the timely and effective sharing of information can improve decision-making and protect the best interests of a child;

## **3. Purposes of sharing**

- 3.1. To co-operate and work together effectively to safeguard children
- 3.2. To co-ordinate safeguarding services
- 3.3. To enable learning from serious child safeguarding incidents
- 3.4. To ensure SSCP Rapid Reviews are carried out effectively

- 3.5. To ensure SSCP is able to audit cases and provide key learning to partner organisation to improve Safeguarding processes and promote the wellbeing of children and young people.
- 3.6. To ensure LCSPRs are carried out effectively
- 3.7. To ensure SSCP can effectively monitor and implement systems that enable organisations to prevent / reduce the social factors contributing to child abuse and neglect
- 3.8. To ensure all partners meet their legal requirements under The Children Act 2004 and the Statutory Guidance Working Together to Safeguard Children 2018 (see legal gateways)

#### **4. Benefits of the intended sharing:**

- 4.1. It allows the SSCP Executive to act as a strategic leadership group to support and engage other partners in the effective safeguarding of children
- 4.2. Provides a streamlined and consistent provision of service
- 4.3. To ensure that effective systems are in place to promote the well-being of children and young people and safeguard them from harm.
- 4.4. To learn from local and national research
- 4.5. To learn and action outcomes from learning activity to ensure services work better together
- 4.6. To identify indicators of the prevalence of all forms of that child abuse and neglect in Somerset and assessing the effectiveness of progress in tackling these
- 4.7. To ensure the SSCP has the relevant information to assess the impact of all forms of child abuse and neglect
- 4.8. To support and scrutinise the effectiveness of arrangements to reduce risk of abuse and neglect e.g. early help
- 4.9. To improve and integrate performance monitoring for safeguarding arrangements
- 4.10. To support delivery of the SSCP Business Plan and Somerset's Children and Young People's Plan

#### **5. Information Sharing**

- 5.1. Any information shared under this Agreement must only be used for the purposes outlined in section 3 above.

- 5.2. The information shared under this agreement is not permitted to be shared outside of the purposes of the learning activities unless there is a safeguarding concern where current protocols should be followed.

## **6. Information Sharing – Legal gateways**

- 6.1. **Each party must be satisfied that they have checked and verified their own legal gateways for processing the information being shared.**

- 6.2. *Working Together to Safeguard Children (2018):*

- 6.2.1. The three safeguarding partners should agree on ways to co-ordinate their safeguarding services; act as a strategic leadership group in supporting and engaging others; and implement local and national learning including from serious child safeguarding incidents

- 6.3. The Child Safeguarding Practice Review and Relevant Agency (England) Regulations 2018; Part 3

- 6.3.1. Where a local review has been identified, the Safeguarding partners must appoint a reviewer to conduct a local review; and must send a report to the Secretary of State prior to publication

- 6.4. Children Act 2004 as amended by the Social Work Act 2017, Section 16 E (1) and 16 E (3).

- 6.4.1. Legal duty for the safeguarding partners (ASC, ICB, SCC) to make arrangements for themselves and other relevant agencies to work together to safeguard and promote the welfare of children. These arrangements must include working together to identify and respond to the needs of children in the area

- 6.5. The Children Act 2004, Section 10

- 6.5.1. places a duty on each children's services authority to make arrangements to promote co-operation between itself and relevant partner agencies to improve the well-being of children.

- 6.5.2. This section states good information sharing is key to successful collaborative working and information should be shared for strategic planning purposes and to support effective service delivery.

- 6.6. The Children Act 2004, Section 11

- 6.6.1. This duty requires agencies to carry out their existing functions in a way that takes into account the need to safeguard and promote the welfare of children. It does not give agencies any new functions, nor does it override their existing ones

- 6.7. Children and Families Act 2004 Section 10
  - 6.7.1. Relates to co-operation to improve well-being and it places a duty on each children's services authority to make arrangements to promote co-operation between itself and relevant partner agencies to improve the well-being of children in their area in relation to Physical and mental health, and emotional well-being; protection from harm and neglect; education, training and recreation; making a positive contribution to society; and social and economic well-being
- 6.8. The Childcare Act 2006, Part 1
  - 6.8.1. States the general duties of a local authority and its partners in relation to wellbeing of young children
- 6.9. The Childcare Act 2006, Part 3
  - 6.9.1. describes specific duties of local authority in relation to early childhood services; and that the authority must make arrangements to secure that early childhood services in their area are provided in an integrated manner which is calculated to facilitate access to those services, and maximise the benefit of those services to parents, prospective parents and young children.
- 6.10. Local Government Act 2000, Section 2
  - 6.10.1. gives local authorities' a power to do anything which they consider is likely to achieve any one or more of the following objectives':
    - 6.10.1.1. The promotion or improvement of the economic well-being of their area
    - 6.10.1.2. The promotion or improvement of the social well-being of their area
    - 6.10.1.3. The promotion or improvement of the environmental well-being of their area
  - 6.10.2. Section 3 is clear that local authorities are unable to do anything (including sharing information) for the purposes of the well-being of people – including children and young people – where they are restricted or prevented from doing so on the face of any relevant legislation, for example, the Human Rights Act, the Data Protection Act or by the common law duty of confidentiality.
- 6.11. Health and Care Act 2022, Section 25, 14Z34 – ICB Duty as to improvement in quality of services
  - 6.11.1. Each integrated care board must exercise its functions with a view to securing continuous improvement in the quality of services provided to individuals for or in connection with the prevention, diagnosis or treatment of illness.
  - 6.11.2. In discharging its duty under subsection (1), an integrated care board must, in particular, act with a view to securing

continuous improvement in the outcomes that are achieved from the provision of the services

- 6.11.3. The outcomes relevant for the purposes of subsection (2) include, in particular, outcomes which show:
- 6.11.4. The effective of the services
- 6.11.5. The safety of the services, and
- 6.11.6. The quality of the experience undergone by patients

6.12. GDPR Article 6.1.c – By Law

- 6.12.1. It is clear that the relevant legislation above places specific requirements on the safeguarding partners to perform the relevant functions in relation to safeguarding children by carrying out Practice reviews

6.13. GDPR Article 6.1.e – Necessary for the performance of a task carried out in the public interest or in the exercise of official authority

- 6.13.1. Where the task is not specifically laid out in the above legislation it is clear that in order for the Safeguarding partners to carry out their duty, the data sharing is necessary to allow a consistent and methodical approach to reviewing good and poor practice in respect of safeguarding and promoting the well-being of children in the Local Authority area.
- 6.13.2. The data sharing is proportionate as it is limited to the facts of the case, and where relevant pseudonymised (RR and LCSPR) and in the case of the audit sub-group and Assurance reporting the majority of the processing is based on anonymised data. It is the initial data gathering and matching stage that requires personal data, and this is limited to key individuals within the key partners and the SSCP Business Unit

6.14. GDPR Article 9.2.b and 9.2.h – Social Security and provision of social care

- 6.14.1. The sharing of special category data is necessary in supporting the Safeguarding partners to perform their functions in ensuring the wellbeing of children in their area. Without the sharing of special category data, the Safeguarding partners will be unable to review the circumstances of the cases in question
- 6.14.2. The data sharing is proportionate as it is limited to the facts of the case, and where relevant pseudonymised (RR and LCSPR) and in the case of the audit sub-group and the majority of the processing is based on pseudonymised data
- 6.14.3. For the Assurance reporting process SSCP will only receive anonymised data once the partner organisations have retrieved and matched the data following direction from the SSCP Performance Sub-group. That data will only be processed by approved analysts within the partner organisations

- 6.15. DPA Schedule 1 - Social Protection<sup>2</sup> and social care provision<sup>3</sup>
- 6.15.1. Condition 1 of this schedule provides conditions to share information for the purpose of Social protection
  - 6.15.2. Condition 2 of this schedule provides conditions to share information for the purpose of providing Social Care and managing health / Social Care systems and services
  - 6.15.3. The data sharing is necessary to support the Safeguarding partners in working together to identify Health and Social care systems that contribute to good practice in ensuring the wellbeing of children; and the ability to identify social protection risk factors in planning services and understanding why such incidents occur
  - 6.15.4. It is necessary to ensure that the three safeguarding partners, and other agencies are able to identify, tailor, and provide services to children and their families in an effective way

**6.16. Research and statistics Article 89<sup>4</sup> and Recital 156 of the UK GDPR<sup>5</sup> and Part 2, Chapter 2, Section 19<sup>6</sup> and Schedule 11 condition 13<sup>7</sup> of the DPA**

- 6.16.1. provides for the processing of personal data that is necessary for historical research purposes, and statistical purposes.
- 6.16.2. The processing is necessary to allow the SSCP to monitor and challenge partners' safeguarding arrangements in line with the SSCP Quality Assurance Framework<sup>8</sup>
- 6.16.3. The processing is proportionate and relevant as each organisation will be presented a thematic by the SSCP Quality and Performance subgroup
- 6.16.4. All three partners will then agree an approach and instruct named data analysts to obtain the information
- 6.16.5. Depending on the partners involved, one partner will data match and then supply the anonymised statistics to the SSCP.

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<sup>2</sup> "all interventions from public or private bodies intended to relieve households and individuals of the burden of a defined set of risks or needs, ... sickness and/or health care; disability; old age; survivorship; family/children; unemployment; housing; and social exclusion not elsewhere classified;"

<https://www.legislation.gov.uk/eur/2007/458/article/2>

<sup>3</sup> "(d)the provision of health care or treatment, (e)the provision of social care, or (f)the management of health care systems or services or social care systems or services

<https://www.legislation.gov.uk/ukpga/2018/12/schedule/1/enacted>

<sup>4</sup> [Art. 89 GDPR - Safeguards and derogations relating to processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes - GDPR.eu](https://www.legislation.gov.uk/ukpga/2018/12/schedule/1/enacted)

<sup>5</sup> [Recital 156 - Processing for archiving, scientific or historical research or statistical purposes - GDPR.eu](https://www.legislation.gov.uk/ukpga/2018/12/schedule/1/enacted)

<sup>6</sup> <https://www.legislation.gov.uk/ukpga/2018/12/section/19/enacted>

<sup>7</sup> [Data Protection Act 2018 \(legislation.gov.uk\)](https://www.legislation.gov.uk/ukpga/2018/12/section/19/enacted)

<sup>8</sup> <https://sscb.safeguardingsomerset.org.uk/wp-content/uploads/SSCP-Quality-Assurance-Framework-November-2019.pdf>



- 6.16.6. Through the data matching exercise and directive provided the data being sourced is minimised to what is necessary meeting the data minimisation principle
- 6.16.7. The provision of statistics in anonymised form eliminates the identification of individuals

## **7. Adequacy and accuracy**

- 7.1. Each organisation is responsible for ensuring that the information provided to the SSCP is accurate; and any inaccurate data identified is notified to the SSCP as soon as it is discovered to be inaccurate.
- 7.2. Each organisation must also consider what information is required to enable the various processes to take place, without hinderance, whilst balancing the requirement to not overshare

## **8. Organisational, Security and Technical Measures**

- 8.1. The information shared with the SSCP will be done in a secure manner which will be indicated in each use case
- 8.2. The data that the SSCP hosts will be stored in a locked down channel on SharePoint.
- 8.3. The site is only accessible to approved users; and to those who are authorised to view the files.
- 8.4. A link will be sent to involved parties, and the documents will be read-only.
- 8.5. No printing, copying or forward sharing of the information is permitted.
- 8.6. SharePoint is locked down to members that require access dependent on the stage of the process that they are involved in, and those files that they need to review
- 8.7. Access is username-based and will be managed by the SSCP business unit
- 8.8. All users will sign up to the user acceptance agreement (UAA) on first log-in.
- 8.9. Users who have existing SharePoint access will be sent an email with the UAA.

## **9. Appropriate Policy Document (APD)**

- 9.1. In order to process Special Category and Criminal conviction data each organisation is required to have in place an APD.
- 9.2. Organisations will ensure that they have an APD in place that meets the requirements of Schedule 1, Part 4 of the data protection legislation.

## **10. Supporting rights of data subjects:**

- 10.1. Data subjects have the right to understand what data is being processed, who it is being shared with, and the right to object to the processing of that data.

- 10.2. Where the SSCP is unable to identify the data subject in accordance with GDPR article 11<sup>9</sup> and recital 57<sup>10</sup> the SSCP will inform the data subject accordingly.
- 10.3. All parties will ensure that they understand what rights data subjects have and how to process these.

#### **11. Data breaches:**

- 11.1. Where the organisations are notified of a near miss or actual data breach responsibility for breach investigation will always sit with the organisation responsible for the breach / and or the partners data who has been breached
- 11.2. When notified of a breach the organisation will inform the SSCP Business unit and the other DPO's.
- 11.3. Where relevant the other organisation DPOs and SSCP business unit will assist with coordinating the investigation between partners however the lead partner will be responsible for the investigation and response to the ICO and / or data subject
- 11.4. The parties will notify other relevant parties as soon as they are made aware, and without delay of a breach.
- 11.5. Contact should also be made with the respective organisations Information Governance team on
  - 11.5.1. ASC: [DPABREACHES@avonandsomerset.police.uk](mailto:DPABREACHES@avonandsomerset.police.uk)
  - 11.5.2. ICB: [somicb.dataprotection@nhs.uk](mailto:somicb.dataprotection@nhs.uk)
  - 11.5.3. SCC: [informationgovernance@somerset.gov.uk](mailto:informationgovernance@somerset.gov.uk)

12. Review date: six months from publication

This agreement will be reviewed annually, to establish if the sharing remains necessary, still operates as intended and, has or is, achieving the intended benefits.

In the event that this Tier 1 Agreement is not renewed or is otherwise withdrawn, it is incumbent on the parties to amend their records accordingly and to communicate the status of the agreement within their respective organisations, to interested parties and the wider public as necessary.

#### **Signatories:**

By signing this document, I accept that the organisation which I represent will be bound by any conditions imposed in both this document and in the overarching Information Sharing Protocol, which this organisation has previously signed.

Party 1 - Organisation name: Somerset County Council

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<sup>9</sup> <https://gdpr.eu/article-11-what-personal-data-can-a-controller-process-without-identification/>

<sup>10</sup> <https://gdpr.eu/Recital-57-Additional-data-for-identification-purposes/>

Name: Julian Wooster  
Role: Director of Children's Services

Party 2 - Organisation name: Somerset ICB

Name: Shelagh Meldrum  
Role: Chief Nursing Officer

Party 3 - Organisation name: Avon and Somerset Constabulary

Name: Dickon Turner  
Role: Superintendent, Avon and Somerset Constabulary