



North Lincolnshire Children's Multi-Agency Resilience and Safeguarding Local Arrangements

**Information Sharing Agreement for learning through
Scrutiny and Assurance activity**

October 2021

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1. Introduction

- 1.1 The North Lincolnshire Children’s Multi Agency Resilience and Safeguarding (MARS) arrangements are laid out in the Local Arrangements and Memorandum of Understanding documents that can be found on the [Children’s MARS website](#). These documents specifically reference the principles for Information Sharing and Information Governance, and specifically endorse the seven golden rules to sharing information, as outlined in the [Information Sharing Guidance: advice for practitioners providing safeguarding services to children, young people, parents and carers](#)

2. Purpose of the Information Sharing Agreement for learning through scrutiny and assurance activity including audit of cases

- 2.1 This Information sharing agreement identifies the operational requirements in place for the sharing of information for a specific and lawful purpose.
- 2.2 This agreement is for specified multi agency case audit activity undertaken under the auspices of the North Lincolnshire Children’s MARS Scrutiny and Assurance Framework that can found on the [Children’s MARS website](#) to include:
- Practice learning line of sight events
 - Multi Agency Audit Group
- and other events outlined within the framework.
- 2.3 This agreement creates a framework for the formal exchange of personal information and intelligence between the partners for the purpose of enabling or assisting the Children’s MARS Board to exercise its functions.

3. Basis for the sharing of personal information

- 3.1 The sharing of personal information for the purpose of undertaking audit and assurance in accordance with this agreement is lawful under the following legislation:
- 3.2 Section 16 of the Children Act 2004, as amended by the Children and Social Work Act 2017, that requires the three safeguarding partners to make arrangements to work together to safeguard and promote the welfare of children, working with relevant agencies required to safeguard and promote the welfare of children with regard to local need.
- 3.3 The purpose of these local arrangements is to support and enable collaborative working to ensure:
- children are safeguarded and their welfare promoted
 - partner organisations and agencies collaborate, share and co-own the vision for how to achieve improved outcomes for vulnerable children
 - organisations and agencies challenge appropriately and hold one another to account effectively
 - there is early identification and analysis of new safeguarding issues and emerging threats

- learning is promoted and embedded in a way that local services for children and families can become more reflective and implement changes to practice
- information is shared effectively to facilitate more accurate and timely decision making for children and families

3.4 The safeguarding partners may require any person or organisation or agency to provide them, any relevant agency for the area, a reviewer or another person or organisation or agency, with information which enables and assists them to perform their functions to safeguard and promote the welfare of children in their area.

3.5 In addition, the Data Protection Act 2018 states that in order to share personal information an Article 6 lawful basis must be identified and the processing must be in compliance with the Article 5 principles set out below:

- a) processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes ('purpose limitation');
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- d) accurate, and where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- e) kept in a form that permits identification for no longer than is necessary for the purposes for which the personal data are processed....('storage limitation');
- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage using appropriate technical or organisational measures ('integrity & confidentiality')

3.6 In addition, the Data Protection Act 2018 requires that in order to share special category data it must comply with article 9(2)

3.7 Further details on the Data Protection Act 2018 and Human Rights Act 1998 can be found in Appendix 1.

4. Use of the information shared

4.1 Information shared for the purpose of Children's MARS scrutiny and assurance activity will be for the purpose of undertaking audit(s) only and will not be used for any other purpose. All documentation which is shared for the purpose of audit and assurance must be relevant and proportionate to the audit and assurance process.

- 4.2 All individuals involved in assurance events and audit activity will confirm agreement with the Confidentiality Statement, as per Appendix 2, and this Information Sharing Agreement at the beginning of each event and this will be recorded.
- 4.3 Any supplementary information from partner agencies which is used for the audit and assurance will only be shared if it is proportionate and relevant to the audit and assurance process.

5. Processing of personal information

- 5.1 Personal information will be shared and processed by the partners in accordance with UK data protection legislation.
- 5.2 It is the responsibility of each partner agency to ensure staff understand the importance of protecting personal data, that they are familiar with the organisations security policy and that they put its security procedures into practice. Partner agencies should ensure staff have undertaken Data Protection training which covers their duties under the Data Protection Act.
- 5.3 All information shared under this agreement, personal or otherwise, must only be used for the purpose(s) specified at the time of disclosure as defined in the relevant data sets/lists unless obliged under statute or regulation, or under the instructions of a court.
- 5.4 The data shared under this agreement must NOT be used for any other purpose other than the specific scrutiny and assurance activity for which it has been shared. Where a partner receiving information under this agreement, wants to use that information for any other purpose, they must seek and receive permission from the original data controller before using the information for that further purpose. Further use of the information undertaken without the permission of the data controller will not be lawful or covered by this agreement.
- 5.5 In the event that the scrutiny and assurance activity identifies the need to share the information wider than that for conducting an audit, the personal data may need to be shared with other agencies. However, this would be in accordance with [Information Sharing: advice for practitioners providing safeguarding services to children, young people, parents and carers](#), and should directly involve the agency from which the information originated.
- 5.6 Any data breaches involving shared data will be reported and investigated internally by the organisation that has caused the data breach. The outcome of the investigation will be reported to the Children's MARS Board. Organisations have a responsibility to report data breaches that are likely to result in a high risk to the rights and freedoms of the data subject to the Information Commissioner's Office within 72 hours of becoming aware of the breach.
- 5.7 The Data Protection Notification and Privacy Notice of each partner must reflect the processing of personal information under this agreement, to ensure that data

subjects are fully informed about the information held about them and to their rights to gain access to information held about them and to correct any factual errors that may have been made. If there are statutory grounds for restricting a data subject's access to the information held about them, they will be told that such information is held and the grounds on which it is restricted. Where opinion about a data subject is recorded and they feel the opinion is based on incorrect factual information, they will be given the opportunity to correct the factual error and/or record their disagreement with the recorded opinion.

- 5.8 Complaints will be handled in accordance with the standard procedures of the partner who receives the complaint.
- 5.9 The personal information shared under this agreement must be relevant and proportionate to achieve the purposes identified in section 2.2. Only the minimum necessary personal information will be shared and where possible aggregated non-personal information will be used.
- 5.10 The information shared must be shared using secure e-mail only (incl. @northlincs.gov.uk, @nhs.net, pnn.police.uk, @justice.gov.uk) and must not be shared with individuals not involved in the Scrutiny and Assurance activity.
- 5.11 The information shared should be complete (but not excessive), accurate and up to date to ensure all partners are assured that the information can be used for the purposes for which they require it.
- 5.12 The data controller must make all partners they share information with aware of their rules on data retention and whether these apply to the data being shared at the time of disclosure. The information must be securely disposed of when no longer required for the purpose it was shared or to meet any legal or audit obligation. (See section 7).

6. Roles and responsibilities under the agreement

- 6.1 Each safeguarding partner organisation must appoint a specific point of contact for Children's MARS related activity who must work together to jointly manage the valid and legally justified sharing of personal information for the purposes of this agreement; ensure the accuracy of the information shared; deal with data discrepancies; and ensure breaches are reported and investigated. For more information see Appendix 3.

7. Retention and disposal

- 7.1 This section does not apply to any data which would ordinarily be held on children or connected adults by the partners or relevant agency organisations, it applies to data which is shared with other agencies for the purpose of undertaking audit and assurance only.
- 7.2 The Children's MARS Board will ensure that an electronic reference file of the activity undertaken is retained so that should it be required to be accessed at a later date the information can be retrieved. Partner agencies involved in the activity will retain a

record of any information that they share and any learning from the event relevant to their agency.

- 7.3 All agencies will retain information in line with their records retention schedule and will securely destroy any information when there is no longer a need to retain it.

8. Organisations party to this agreement and signatories

- 8.1 All organisations who are either a Safeguarding Partner, or a Relevant Agency as identified in the Children's MARS Local Arrangements are party to this agreement. Information about the Children's MARS Local Arrangements can be found on the [Children's MARS website](#). Each organisation should accept responsibility for its execution and agree to ensure all staff are trained so that requests for information and the process of sharing information itself is sufficient to meet the purposes of this agreement.
- 8.2 Organisations must all ensure that they comply with all relevant legislation in the processing of personal information.
- 8.3 Specific signatories to this agreement are the Safeguarding Partner organisations as outlined in Appendix 3. Other Relevant Agencies are selected and invited to scrutiny and assurance activities dependent upon the type of activity being undertaken. These agencies will be required to agree and sign up to this Information Sharing Agreement at the beginning of the event and this will be noted by the Children's MARS Board in the electronic reference file of the activity undertaken.

9. Implementation, review and termination of this agreement

- 9.1 This agreement comes into force from April 2021.
- 9.2 This agreement will be reviewed on a bi-annual basis or earlier should there be new relevant legislation; the date of the next review is April 2023.
- 9.3 The agreement can be suspended by any party in the event of a serious security breach. The suspension will be subject to a risk assessment and resolution meeting between representatives of the partners, which should take place within 10 working days of any suspension.
- 9.4 Termination of this agreement must be in writing giving at least 30 days' notice to the other partners.
- 9.5 Each partner organisation will keep each of the other partners fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending partner (or its employees) of any personal data obtained in connection with this agreement.

Appendix 1: Data Protection Act 2018 and Human Rights Act 1998

Data Protection Act 2018

Personal data is information relating to natural persons who:

- can be identified or who are identifiable, directly from the information in question; or
- who can be indirectly identified from that information in combination with other information.

Examples include Name, Address, Post Code, D.O.B, location data and online identifiers.

This list is not exhaustive.

Special Category Data

In this Act “special category data” means personal data consisting of information as to:

- processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation shall be prohibited.

Human Rights Act 1998

This Act should be taken into account in establishing whether the purpose of information exchange is lawful. The Human Rights Act 1998 gives further effect in domestic law to Articles of the European Convention on Human Rights (ECHR).

The Act requires all domestic law to be compatible with the Convention Articles. It also places a legal obligation on all public authorities to act in a manner compatible with the Convention. Should a public authority fail to do this then it may be subject to a legal action under section 7 of the Act. This obligation should not be seen solely in terms of an obligation not to violate Convention Rights but also as a positive obligation to uphold these rights.

Article 8 of the Act is of particular relevance to information sharing as this relates to “the right to respect for private and family life”.

Article 8 of the Human Rights Act states that:

1. Everyone has the right to respect for his private and family life, his home and his correspondence.
2. There shall be no interference by a public authority with this right except as in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic wellbeing of the country, for the prevention of crime and disorder, for the protection of health or morals, or for the protection of the rights and freedoms of others.

The exchange of information described in this agreement will be for the purposes of one of these legitimate aims.

Appendix 2: Confidentiality Statement

Confidentiality Statement

As part of their statutory responsibilities to ensure children in North Lincolnshire are safeguarded and their welfare promoted, North Lincolnshire Children's Multi Agency Resilience and Safeguarding (MARS) Board uses a number of mechanisms to receive assurance. The range of these mechanisms are outlined in the Children's MARS Scrutiny and Assurance Framework.

Some of these mechanisms require the sharing of confidential or sensitive information in relation to children, and their families, in receipt of services from the safeguarding partners or relevant agencies.

Working Together 2018 (Chapter 3, paragraphs 28-30) states that:

Information Requests

- *Organisations and agencies within a strong multi-agency system should have confidence that information is shared effectively, amongst and between them, to improve outcomes for children and their families. Safeguarding partners may require any person or organisation or agency to provide them, any relevant agency for the area, a reviewer or another person or organisation or agency, with specified information. This must be information which enables and assists the safeguarding partners to perform their functions to safeguard and promote the welfare of children in their area, including as related to local and national child safeguarding practice reviews.*
- *The person or organisation to whom a request is made must comply with such a request and if they do not do so, the safeguarding partners may take legal action against them*
- *As public authorities, safeguarding partners should be aware of their own responsibilities under the relevant information law and have regard to guidance provided by the Information Commissioner's Office when issuing and responding to requests for information.*

This confidentiality statement outlines the expectations on all participants in audits of cases under the auspices of the Children's MARS Board and arrangements, and their responsibilities to act in accordance with UK data protection legislation and statutory guidance.

Lawful Purpose

Participants need to be cognisant of the lawful purpose in which information is shared with the Children's MARS Board and arrangements and between participants within Children's MARS Board commissioned audits, as outlined above.

Necessity

Processing of confidential information is necessary to fulfil the specific purpose, as the statutory partners and relevant agencies require specific details of the management of cases in order to be assured on the robustness of multi agency working.

Purpose limitation

Participants must be cognisant that the information received through any Children's MARS assurance process cannot be used for any other purpose unless:

- it is compatible with the original purpose – i.e. assurance on the robustness of multi agency arrangements to safeguard and promote the welfare of children
- consent is obtained, or
- there is a clear obligation or function set out in law, e.g.:
 - Public safety
 - The prevention of crime and disorder
 - The protection of health and morals
 - The protection of the rights and freedom of others

Data Breaches

Information shared or used by any participant in Children's MARS Scrutiny and Assurance activity which is not compatible with circumstances as outlined under purpose limitation (above) may be considered a Data Breach and may be reportable to the Information Commissioners Office in accordance with the Children's MARS Memorandum of Understanding.

All individuals involved in the Scrutiny and Assurance activity under the auspices of the Children's MARS Local Arrangements will comply with this Confidentiality Statement.

Appendix 3: Signatories

By signing this agreement the safeguarding partners accept responsibility for complying with current data protection legislation in the sharing of information and the standards and conditions set out within.

Name: Ann-Marie Brierley

Organisation: North Lincolnshire Council

Position: Interim Director of Children and Community Resilience

Signature:



Date: 3 November 2021

Name: Helen Davis

Organisation: North Lincolnshire Clinical Commissioning Group

Position: Interim Director of Nursing and Quality

Signature:



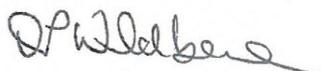
Date: 3 November 2021

Name: Darren Wildbore

Organisation: Humberside Police

Position: Chief Superintendent, South Bank Divisional Commander

Signature:



Date: 3 November 2021

Partners to the agreement

| | |
|--|---|
| Organisation name | North Lincolnshire Council |
| Organisation address | Church Square House 30-40 High Street Scunthorpe North Lincolnshire DN15 6NL |
| Specific Point of Contact Position / Job title and contact number / email address | Phillipa Thornley - Data Protection Officer for data protection matters phillipa.thornley@northlincs.gov.uk or informationgovernanceteam@northlincs.gov.uk (01724) 296302 Nikki Alcock - Principal Officer – Safeguarding Organisation for Children’s MARS related matters Nikki.alcock@northlincs.gov.uk or mars@northlincs.gov.uk (01724) 296101 |
| ICO registration number | Z563337X |
| NHS Data Security & Protection Toolkit Assurance | <input checked="" type="checkbox"/> Standards Met <input type="checkbox"/> Standards Not Met (Plan agreed) <input type="checkbox"/> Baseline Published <input type="checkbox"/> Not Published <input type="checkbox"/> Not applicable – NHS patient data & systems not accessed as part of this agreement |

| | |
|--|--|
| Organisation name | North Lincolnshire Clinical Commissioning Group |
| Organisation address | Health Place Wrawby Road Brigg North Lincolnshire DN20 8GS |
| Specific Point of Contact Position / Job title and contact number / email address | Philippa Thornley – Data Protection Officer for data protection matters phillipa.thornley@northlincs.gov.uk or informationgovernanceteam@northlincs.gov.uk (01724) 296302 Charlotte Morton - Designated Nurse and Head of Safeguarding charlotte.morton11@nhs.net Nlccg.safeguarding@nhs.net |
| ICO registration number | Z3527078 |
| NHS Data Security & Protection Toolkit Assurance | <input checked="" type="checkbox"/> Standards Met – For 2019- 20 submission <input type="checkbox"/> Standards Not Met (Plan agreed) <input type="checkbox"/> Baseline Published <input type="checkbox"/> Not Published |

| | |
|--|---|
| | <input type="checkbox"/> Not applicable – NHS patient data & systems not accessed as part of this agreement |
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|--|---|
| Organisation name | Humberside Police |
| Organisation address | Humberside Police HQ Police Station Priory Road Hull HU5 5SF |
| Specific Point of Contact Position / Job title and contact number / email address | DCI Emma Heatley Safeguarding Governance Unit, Priory Police Station Hull Emma.heatley@humberside.pnn.police.uk |
| ICO registration number | Z5781316 |
| NHS Data Security & Protection Toolkit Assurance | <input checked="" type="checkbox"/> Standards Met <input type="checkbox"/> Standards Not Met (Plan agreed) <input type="checkbox"/> Baseline Published <input type="checkbox"/> Not Published <input type="checkbox"/> Not applicable – NHS patient data & systems not accessed as part of this agreement |