

# **Working Practice Agreement**

**For the sharing of information to support**

**Early Help Provision**

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# 1. Introduction and Partners

## 1.1 Who is this agreement for?

This agreement is for all staff who share personal information with each other as part of Devon's Early Help provision.

## 1.2 Which partners are signed up to this agreement?

The partners signed up to this agreement are:

<b>Partner name</b>
Action for Children
Addaction
Babcock Learning and Development Partnership (LDP)
Barnardo's
Bideford Learning Community
CAFCASS (Children & Family Court Advisory & Support Service)
Careers South West Ltd
Children's Society
Citizens' Advice
Community Action South West
Community Housing Aid
Community Links SW
Core Assets Children's Services
Cornwall County Council
DAPH (Devon Association of Primary Heads)
DASH (Devon Association of Secondary Heads)
DCH (Devon & Cornwall Housing)
Devon and Cornwall Police
Devon and Somerset Fire Service
Devon County Council
Devon District and Borough Councils
Devon Domestic Abuse Services (Splitz)
Devon Partnership NHS Trust
Dorset, Devon and Cornwall Community Rehabilitation Company
EDP Drug and Alcohol Services
Encompass South West
Exeter City Council
Exeter Community Initiatives
Freedom Social Projects
Home Start Exeter and East Devon
Involve
Job Centre Plus
National Probation Service
National Society for the Prevention of Cruelty to Children
NHS Northern, Eastern & Western Devon CCG

<b>Partner name</b>
NHS South Devon & Torbay CCG
North Devon Against Domestic Abuse (NDADA)
North Devon Homes
Northern Devon Healthcare NHS Trust
On track education services
One Ilfracombe
Plymouth City Council
RD & E NHS Foundation Trust
RISE
SHAD (Devon Association of Special Head Teachers)
South Devon Healthcare NHS Foundation Trust
South West Family Support
Sovereign Housing
St Loyes Foundation
Stop Abuse For Everyone (SAFE)
Teign Housing
Torbay Council
Transform
TTVS
Virgin Care Ltd
Voluntary Youth Services Devon
Westbank
Westward Housing Group
Wings South West
Yard 1 Studios
Young Devon

The partner leads for information sharing under this Agreement (known as Partnership Contact Officers) are identified in Appendix 5.

This Agreement relates to the sharing of information by following the high level procedures as identified in Appendix 4.

When sharing information about children and young people, partners recognise the good practice guidance HM Government guidance 'Information Sharing: Advice for practitioners providing safeguarding services to children, young people, parents and carers'<sup>1</sup>.

## **2. Purpose of this Agreement**

2.1 This Agreement has been developed to:

<sup>1</sup>[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/419628/Information\\_sharing\\_advice\\_safeguarding\\_practitioners.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419628/Information_sharing_advice_safeguarding_practitioners.pdf)

- define the specific purposes for which the signatory partners have agreed to share information;
- set out the legal gateway through which the information is shared, including reference to the Data Protection Act, Human Rights Act 1998 and the Common Law duty of confidentiality;
- describe the information standards that should be met in order to comply with the Data Protection Act and security standards (appendix 3);
- describe how this agreement will be monitored and reviewed (appendix 3).

## **2.2 Why is it needed?**

The purpose of sharing information under this agreement is to improve joint partnership working and communication between partners in the context of Early Help. More specifically this refers to sharing information that will help identify where an Early Help multi-agency support approach is required and thereafter sharing information with consent to help deliver that support in practice.

## **3. Powers to share under this Agreement**

3.1 There are several powers enabling the sharing of information under this agreement. These implied powers are contained in legislation such as the:

- Children Act 1989 and 2004
- Crime and Disorder Act 1998
- Education Act 2002
- Local Government Act 1972 and 2000
- Localism Act 2011
- National Health Service Act 2006
- Health and Social Care Act 2012
- Welfare Reform Act 2012

3.2 A detailed list of this legislation (and others) and applicable sections can be found in Appendix 1.

3.3 Partners recognise that any disclosures made under this agreement must comply with the following legislation and recommended good practice:

- Data Protection Act 1998
- Human Rights Act 1998
- Common Law Duty of Confidentiality
- Caldicott Principles

3.4 Partners agree that sharing information to support early help provision is intended to **improve the well-being of children, young people and families**. Provided that disclosures made under this agreement are **fair, lawful, necessary, proportionate,**

**relevant, accurate, timely and secure**, then any sharing will be compatible with the legislation listed at paragraph 3.3.

3.5 Partners agree that they are each responsible for ensuring their compliance with this legislation and any another relevant legislation. Appendix 2 provides further information in relation to complying with the Data Protection Act 1998, Human Rights Act 1998, the Common Law Duty of Confidentiality and Caldicott Principles.

3.6 Partners agree to adhere to the information standards identified in Appendix 3, which will also assist them in complying with the Data Protection Act 1998.

## **4. Procedures for sharing**

4.1 Partners agree to share information to support Early Help provision in accordance with the procedures and standards set out in this agreement and, where relevant, the data processing specification applicable to the individual partner (agreed as a separate document).

4.2 Partners agree that information will be shared under this agreement for these specific purposes:

1. Identifying individuals with additional needs;
2. Identifying family groups with additional needs;
3. Undertaking an assessment of the family's needs;
4. Providing co-ordinated help and support through a partnership approach to meet these and any later-identified needs;
5. Monitoring progress and measuring outcomes for individuals and families;
6. Providing central government with information to support and contribute to the evaluation of the national Troubled Families Programme.

4.3 The high level procedure for sharing information for these purposes can be found in Appendix 4.

## 5. Indemnity and Certification

### *Indemnity clause*

5.1 If any of the partners signed up to this agreement breach the terms of this agreement then the partner in breach (referred to hereafter as the “Defaulting Partner”) agrees to indemnify all other partners and keep them fully and effectively indemnified against all direct losses, claims, damages, liabilities (whether criminal or civil), costs, charges, expenses (including legal fees and costs), demands, proceedings and actions which all, or any, of the other partners may incur or which may be established against them by any person and which in any case arises out of:

- the breach of any of the provisions of this agreement by the Defaulting Partner or its servants or agents any processing by the Defaulting Partner, its servants or agents, of personal information received, for purposes other than the originating purpose, or
- any breach by the Defaulting Partner, its servants or agents, of any law in respect of its processing of personal information received by reason of a disclosure made by another partner.

5.2 Each partner shall be under a duty to mitigate against all losses which it may incur.

5.3 The partners may agree to admit a new partner to this agreement. No new partner shall become a partner until it has agreed to become a party to this agreement (as amended from time to time) and be bound by its terms by signing a supplemental agreement in the form set out at Appendix 6.

### **Certification of this Agreement**

By signing below, partners accept the working practice arrangements set out in this agreement and recognise the HM Government guidance ‘Information Sharing: Advice for practitioners providing safeguarding services to children, young people, parents and carers’.

Signed <b>[Insert signature]</b>
By <b>[Authorised signatory’s name and position]</b>
For and behalf of <b>[Partner organisation]</b>
Date
Data Protection Act 1998 Registration Number <b>[Partner organisation registration number]</b>

## Sharing Information to support Early Help Provision

### Relevant Legislation

Legislation	Section Description
<b>Children Act 1989</b>	<p><b>Section 17</b> – general duty of local authorities to safeguard and promote the welfare of children within their area who are in need, and so far as is consistent with that duty, to promote the upbringing of such children by their families.</p> <p><b>Section 47</b> – where a local authority is informed that a child who lives, or is found, in their area is the subject of an emergency protection order or is in police protection or there is reasonable cause to suspect that a child who lives, or is found, in their area is suffering, or is likely to suffer, significant harm, there is a duty to investigate.</p>
<b>Children Act 2004</b>	<p><b>Section 10</b> – duty of local authorities to promote co-operation between partners to deliver services and improve wellbeing.</p> <p><b>Section 11</b> – duty of local authorities to make arrangements with partners to safeguard and promote welfare.</p>
<b>Crime and Disorder Act 1998</b>	<p><b>Section 17</b> – duty of each authority to exercise its functions with due regards to the likely effect of the exercise of those functions, and the need to do all that it reasonably can, to prevent crime and disorder in its area.</p> <p><b>Section 115</b> – any person who apart from this section would not have power to disclose information to a relevant authority or to a person acting on behalf of such an authority, shall have the power to do so in any case where the disclosure is necessary or expedient for the purposes of this act.</p>
<b>Data Protection Act 1998</b>	<p><b>Section 29(3)</b> – where disclosure is required for the prevention or detection of crime or the apprehension or prosecution of offenders.</p> <p><b>Section 35(1)</b> – where the disclosure is required by or under enactment, by any rule of law or by the order of a court.</p> <p>Processing of personal information must be in compliance with the eight data protection principles of the Act.</p>
<b>Education Act 2002</b>	<p><b>Section 175</b> – a local education authority shall make arrangements for ensuring that the functions conferred on them in their capacity as a local education authority are exercised</p>



	with a view to safeguarding and promoting the welfare of children.
<b>Local Government Act 1972</b>	<b>Section 111(1)</b> – a local authority shall have the power to do anything which is calculated to facilitate, or is conducive to or incidental to, the discharge of any of their statutory functions.
<b>Local Government Act 2000</b>	<b>Section 2(1)</b> – a local authority shall have the power to do anything which they consider is likely to achieve the promotion or improvement of the social well-being of their area.
<b>Localism Act 2011</b>	<b>Section 1(1)</b> – [in exercise of a ] local authority's general power of competence, a local authority has power to do anything that individuals generally may do.
<b>National Health Service Act 2006</b>	<p><b>Section 82</b> – in exercising their respective functions NHS bodies and local authorities must co-operate with one another in order to secure and advance the health and welfare of the people in England and Wales.</p> <p><b>Section 201(3)(d)</b> – a disclosure of information may be made if it is for the purposes of any criminal investigation or proceedings.</p> <p><b>Section 201(6)</b> - Information to which this section applies may be disclosed in accordance with section 201(3) despite any obligation of confidence that would otherwise prohibit or restrict the disclosure.</p>
<b>Health and Social Care Act 2012</b>	<p><b>14Z23 Permitted disclosures of information</b></p> <p>(1) A clinical commissioning group may disclose information obtained by it in the exercise of its functions if:</p> <p>(a) the information has previously been lawfully disclosed to the public,</p> <p>(b) the disclosure is made under or pursuant to regulations under section 113 or 114 of the Health and Social Care (Community Health and Standards) Act 2003 (complaints about health care or social services),</p> <p>(c) the disclosure is made in accordance with any enactment or court order,</p> <p>(d) the disclosure is necessary or expedient for the purposes of protecting the welfare of any individual,</p> <p>(e) the disclosure is made to any person in circumstances where it is necessary or expedient for the person to have the</p>

	<p>information for the purpose of exercising functions of that person under any enactment,</p> <p>(f) the disclosure is made for the purpose of facilitating the exercise of any of the clinical commissioning group’s functions,</p> <p>(g) the disclosure is made in connection with the investigation of a criminal offence (whether or not in the United Kingdom), or</p> <p>(h) the disclosure is made for the purpose of criminal proceedings (whether or not in the United Kingdom)</p> <p>(2) Paragraphs (a) to (c) and (h) of subsection (1) have effect notwithstanding any rule of common law which would otherwise prohibit or restrict the disclosure.</p>
<p><b>Welfare Reform Act 2012</b></p>	<p><b>Section 131</b></p> <p>(1) The Secretary of State, or a person providing services to the Secretary of State, may supply relevant information to a ‘qualifying person’ for prescribed purposes relating to welfare services or council tax.</p> <p>(2) A qualifying person who holds relevant information for a prescribed purpose relating to welfare services may supply that information to—</p> <p>(a) the Secretary of State, or</p> <p>(b) a person providing services to the Secretary of State, for a prescribed purpose relating to a relevant social security benefit.</p> <p>(3) A qualifying person who holds relevant information for a prescribed purpose relating to welfare services, council tax or housing benefit may—</p> <p>(a) use the information for another prescribed purpose relating to welfare services, council tax or housing benefit;</p> <p>(b) supply it to another qualifying person for use in relation to the same or another prescribed purpose relating to welfare services, council tax or housing benefit.</p> <p>(4) Relevant information supplied under subsection (1) or (3) to a qualifying person may be supplied by that person to a person who provides qualifying welfare services for purposes connected with the provision of those services.</p> <p>(11) In this section “qualifying person“ means-</p>

	<p>(a) a local authority;</p> <p>(b) a person authorised to exercise any function of such an authority relating to welfare services or council tax;</p> <p>(c) a person providing services to a local authority relating to welfare services or council tax;</p> <p>(d) an authority which administers housing benefit;</p> <p>(e) a person authorised to exercise any function of such an authority relating to housing benefit;</p> <p>(f) a person providing to such an authority services relating to housing benefit; or</p> <p>(g) a person prescribed or of a description prescribed by the Secretary of State.</p>
<p><b>The Social Security (Information-sharing in relation to Welfare Services etc.) Regulations 2012</b></p>	<p><b>Part 3</b></p> <p>5. (1) The purposes prescribed under section 131(1) of the 2012 Act (purposes for which the Secretary of State or person providing services to the Secretary of State may supply relevant information to a qualifying person) are –</p> <p>(d) where the qualifying person is a local authority in England, identifying households eligible for support under the troubled families programme and providing appropriate types of advice, support and assistance to members of such households under that programme.</p>

### Complying with the Data Protection Act, Human Rights Act, Common Law Duty of Confidentiality and Caldicott Principles

Before partners can share information, they must establish whether they have the power in law to do so. Partners need express or implied powers to share information. Appendix 1 provides a list of legislation that may be relevant to enabling the sharing of information to support Early Help. This list is not exhaustive and acts as a guide only.

As well as considering the laws in Appendix 1, each partner must ensure that the disclosures they make are compatible with the principles of the Data Protection Act 1998; the Human Rights Act 1998 (Article 8, right to a private life) and the Common Law Duty of Confidentiality. Failure to do so could mean that some or all of the disclosure is unlawful.

#### Data Protection Act 1998

The Data Protection Act 1998 (the DPA 1998) is the legal framework for obtaining, using, storing, disclosing and deleting personal data about living and identifiable people. The Act is built around eight principles, a summary of the principles is below:

1. personal data shall be processed **fairly and lawfully**
2. personal data shall be processed for **limited purposes**
3. personal data shall be **adequate, relevant and not excessive**
4. personal data shall be **accurate** and where necessary, **kept up to date**
5. personal data shall be **held no longer than is necessary**
6. personal data shall be processed in line with **people's rights**
7. personal data shall be **kept secure**
8. personal data shall not be transferred to countries without **adequate security**

All organisations who share personal data under this agreement must comply with these principles, in particular the first principle - *personal data shall be processed fairly and lawfully*.

In order to be 'fair', when an organisation shares information, the person whose data is being shared (the data subject) should be made aware if appropriate (by taking reasonable steps) that their data is being shared, who will see it and what the likely consequences or outcomes are, unless by doing this it would prejudice the prevention or detection of a crime or place someone at risk or harm. This is called a Privacy Notice. Partners agree to have appropriate Privacy Notices in place in order to comply with this principle (see appendix 7 for an example of a Privacy Notice).

The second requirement of the first principle is to ensure that any sharing that takes place is 'lawful'. Schedules 2 and 3 of the DPA provide a list of conditions that must be met in order for the sharing of personal data and 'sensitive' personal data to be lawful. The DPA defines sensitive personal data as information relating to a person's racial or ethnic origin; religious or other beliefs; physical or mental health or condition; sexual life; and offences committed (or accused of) and the outcome of those offences.

When an organisation wants to share personal data to support Early Help, it must be able to satisfy at least one condition listed in Schedule 2 of the DPA 1998. If 'sensitive' personal data is shared, the disclosing person must also be able to satisfy at least one condition listed in Schedule 3 of the DPA 1998 (or the Data Protection Processing of Sensitive Personal Data Order 2000) as well.

Partners signed up to this agreement recognise that the following conditions derived from the Data Protection Act may be relevant when considering whether they can lawfully share information:

**Schedule 2** – *one or more of these conditions must be met when sharing personal data*

Condition 1 - the data subject has provided their **consent** to the sharing;

Condition 3 - the sharing is necessary to comply with a **legal obligation**

Condition 4 - the sharing is necessary to **protect the individual's life** or protect them from **serious harm**

Condition 5 - the sharing is in the **public interest** and is necessary for the disclosing organisation or another organisation to undertake its official duties;

Condition 6 - the sharing is necessary for a **legitimate and lawful purpose** and does not cause unwarranted prejudice to the data subject

**Schedule 3** – *one or more of these conditions must be met when sharing 'sensitive' personal data, as well as at least one condition from Schedule 2*

Condition 1 – the data subject has provided their '**explicit**' **consent** to the sharing; or

Condition 3 – the sharing is necessary to **protect the life** of the individual or someone else or to protect them from **serious harm**; or

Condition 7- the sharing is necessary for the **exercise of any functions of a government department**

**Sensitive Personal Data Order 2000** – *one or more of these conditions must be met when sharing 'sensitive' personal data, as well as at least one condition from Schedule 2*

Condition 1 (a) – the sharing is in the **substantial public interest**;

Condition 1 (b) – the sharing is for the **prevention or detection of an unlawful act**;

Condition 1 (c) – must necessarily be **carried out without the explicit consent** of the data subject being sought **so as not to prejudice those purposes**

Condition 9 (a) – the sharing is in the **substantial public interest**;

Condition 9 (b) – the sharing is necessary **for research purposes**;

Condition 9 (c) – the sharing does not **support decisions about any particular data subject**;

Condition 9 (d) – the sharing does **not cause damage or distress to the data subject or any other person**

Partners agree to ensure they comply with the remaining DPA principles when sharing personal data.

### **Human Rights Act 1998**

As well as satisfying the Data Protection Principles, partners recognise that any disclosures they make must also be compatible with a person's 'right to a private life', as described in Article 8 of the European Convention for the Protection of Human Rights and Fundamental Freedoms (ECHR). The Human Rights Act 1998 gives effect in UK law the rights contained in the ECHR.

Article 8 of the ECHR gives a person the right to respect for his/her private life, family life, home and correspondence. A public authority cannot 'interfere' with this right unless it is in accordance with the law, is necessary in a democratic society and is for a legitimate purpose.

#### *Legitimate purposes*

Legitimate purposes are defined in Article 8(2) of the ECHR and include national security; public safety or the economic well-being of the country; the prevention of disorder or crime; for the protection of health or morals; or for the rights and freedoms of others.

#### *Proportionate*

The amount and type of information that should be shared between the partners signed up to this agreement must always be proportionate and necessary, in order to achieve the purposes of this agreement.

Partners recognise that if they comply with the DPA Principles, then any sharing they do under this agreement is likely to be compatible with the Human Rights Act and therefore not breach Article 8. The ECHR does not restrict information from being shared for safeguarding and welfare purposes, but does require that consideration is made regarding what is 'reasonable' in the circumstances. Disclosures must always be proportionate, necessary and relevant.

### **Duty of Confidentiality**

The third strand to be considered when sharing personal data for the purposes of this agreement is the common-law duty of confidence confidentiality. A person cannot use information which was originally provided in confidence without the individual's permission, unless there is an overriding reason in the public interest for this to happen or another law or power permits disclosure.

When judging whether disclosure is in the public interest, agencies should consider the following:

- Is the intended disclosure proportionate to the intended aim?
- What is the vulnerability of those who are at risk?
- What is the impact of disclosure likely to be on the individual?
- Is there another equally effective means of achieving the same aim?
- Is the disclosure in the interest of maintaining public safety?
- Is the disclosure necessary to prevent or detect crime and uphold the rights and freedoms of the public?
- Is it necessary to disclose the information, to protect other vulnerable people?

When overriding a duty of confidence, the individual take into account their organisation's views on overriding a duty of confidence as well as the organisation that holds the duty of confidence and seek legal advice where necessary. Any disclosures made into the MASH must be relevant, not excessive and proportionate to the intended aim of the disclosure.

## **Caldicott Principles**

All health and social care organisations have a Caldicott Guardian to oversee access to patient and service user information.

Health and social care partners agree to access, share and disclose person-identifiable information in accordance with the seven Caldicott principles below:

- Justify the purpose(s) for using personal confidential information
- Don't use personal information unless it is absolutely necessary
- Use the minimum personal information that is required
- Access to personal information should be on a strict need-to-know basis
- Everyone with access to personal information should be aware of their responsibilities
- Everyone must comply with the law
- The duty to share information can be as important as the duty to protect patient or service user confidentiality

Health and social care professionals should have the confidence to share information in the best interests of their patients/ service users within the framework set out by these principles. They should be supported by the policies of their employer's regulators and professional bodies.

## **Summary**

Any disclosures made as part of this agreement must be necessary, proportionate, relevant, accurate, timely and secure in order to comply with the Data Protection Act and be compatible with the Human Rights Act, the Common Law Duty of Confidentiality and the Caldicott Principles.



### Information Standards

#### ***Information quality and relevance***

When sharing personal information under this agreement, partners agree to share only the minimum information necessary to enable the identification of those who might need help and to support the provision of Early Help. Partners also agree to check that the information they disclose is accurate and up-to-date at the time of disclosure as far as possible. Each organisation is responsible for ensuring the integrity and accuracy of its information before disclosing.

If a partner believes information contained in person's record is inaccurate or out of date it must immediately notify the relevant lead professional who will be responsible for the correction of inaccurate information and ensure that the source of the information is informed when the individual's record is updated.

Partners agree to make a pragmatic decision as to whether the information they disclose is relevant to the other partner(s). Irrelevant or excessive information should not be disclosed.

#### ***Limited use and retention of the information***

The personal information collected as part of this agreement will be used by the partners signed up to this agreement for the purposes of supporting Early Help provision and only shared with individuals or partners in accordance with this agreement and in compliance with the Data Protection Act 1998.

The information received by partners as part of this information sharing will be held for no longer than is necessary for the duration of the provision of services as part of Early Help and until the end of the year in which the child or young person reaches the age of 25, unless a longer retention period can be justified.

As part of the Government's expanded national troubled families programme the Department for Communities and Local Government (DCLG) are conducting a National Impact Study which will evaluate the impact of the programme. Information will be shared with the Office of National Statistics which is undertaking this work on behalf of the Government for evaluation and research purposes.

This information sharing with the DCLG is covered under a separate data sharing agreement concerned with the expanded troubled families programme (signed 23 June 2015).

Where information is received by Devon County Council about an individual who, within his or her family group, does not meet the threshold to receive Early Help, this information will be deleted after 12 months. This is because information will be received from partner agencies at different times so any one piece of data will need to be held for 12 months so an annual cycle can be completed.

### ***Holding the information securely***

Devon County Council owns and maintains the systems used for the purposes of recording information regarding Early Help provision and uses these systems to:

- Match personal information and identify families that might need support;
- Record and store information about children, young people and their families;
- Enable the sharing of relevant information with partners;
- Evaluate outcomes for families that have received support;
- Compare outcomes for families that have received support with those that have not.

Devon County Council is classed as the 'Data Controller' under the Data Protection Act 1998 for the information held on these systems. Access to the information held on these systems will be restricted on a need-to-know basis to a number of Devon County Council and partner employees for the purpose of supporting Early Help provision.

Staff working to support Early Help provision understand their responsibilities for keeping personal information secure and will only disclose relevant and proportionate information to persons who are legally entitled to see the information and in accordance with this agreement.

Staff should be made aware of their responsibilities and obligations by managers and in relevant guidance and training.

### ***Sharing the information securely***

All information is held on IT systems controlled by Devon County Council. These systems comprise case management recording, file sharing and software to match individuals' information, to build and prioritise families, to measure outcomes and evaluate interventions. Systems are chosen to facilitate the secure sharing of relevant information between authorised partners.

Partners agree not to use these systems as a sole means of sharing or communicating information to support Early Help provision. Existing practices for sharing information; for example by telephone, face to face meetings, use of secure email, document encryption etc should continue to be used as appropriate. Users must decide the most appropriate means of communicating important information, especially in cases when it needs to be shared quickly.

Requests for access to Early Help systems should be sent to the Early Help Co-ordination Centre. Individual access to systems appropriate for the requester to complete work-related tasks will only be granted subject to approval by the appropriate authorised administrators. If approval is granted, individuals must agree to the terms and conditions for using and accessing information contained in the 'Early Help IT systems user agreement'.

Failure to comply with these terms and conditions will result in access being denied or withdrawn. If a serious breach occurs, the individual's employer may be informed and if a criminal offence is suspected, the Police will be notified.

## **Consent**

Partners understand that the main legal basis under the Data Protection Act 1998 for sharing personal information for the purposes of early help is explicit consent. Consent will be obtained from the child or young person, or an appropriate person (someone who is legally entitled to consent to the sharing of information on their behalf), verbally and/or in writing prior to any sharing taking place and a record of this will be kept on the consent form.

It is recognised however that there may be circumstances when consent will not be required to share information under early help provision and other conditions for processing can be met instead, such as:

- where the sharing is necessary to comply with a legal obligation
- the sharing is necessary to protect the life of the individual or someone else or to protect them from serious harm
- the sharing is in the substantial public interest
- the sharing is necessary for the council or another partner organisation to undertake its official duties
- the sharing is for the prevention or detection of an unlawful act

## **Reporting a security incident or breach**

If any information which is shared under this Agreement is lost, stolen, or disclosed to anyone who should not have had access to it, this shall be a breach of this Agreement.

The Data Controller for the breaching party should investigate security and Data Protection Act 1998 breaches in accordance with their own organisation's procedures. They must notify the other party of any breach by the breaching party as soon as it becomes aware of the breach. All investigation information where relevant, will be shared with the Data Controller for the non-breaching party. Each organisation will cooperate fully with any independent investigating authority.

Data Protection Act breaches, suspected breaches or potential breaches involving information held on Devon County Council Early Help information systems must be reported to Devon County Council's Information Governance Team at [keepdevonsdatasafe@devon.gov.uk](mailto:keepdevonsdatasafe@devon.gov.uk) or via an incident form<sup>2</sup>.

## **Access to personal data – Subject Access Requests**

All personal and identifiable data held by partners in relation to Early Help provision is governed by the Data Protection Act 1998. Data Subjects (i.e. individuals who can be identified from the data) have the right to request a copy of their personal data held by partners.

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<sup>2</sup> [http://www.devon.gov.uk/index/councildemocracy/improving\\_our\\_services/access-to-information/data\\_protection/security-incident-reporting/information-security-questionnaire-disclosure-2.htm](http://www.devon.gov.uk/index/councildemocracy/improving_our_services/access-to-information/data_protection/security-incident-reporting/information-security-questionnaire-disclosure-2.htm)

Requests for partner-held data must be processed by the relevant partner in line with their own Subject Access procedures.

Requests for information held on Early Help information systems or by Devon County Council employees must be forwarded to [acesstoinformation-mailbox@devon.gov.uk](mailto:acesstoinformation-mailbox@devon.gov.uk) or Devon County Council's Customer Relations and Information Governance Team, County Hall, Topsham Road, Exeter, EX2 4QD.

Devon County Council acts as the Data Controller for the information held on early help information systems. Devon County Council will not release information provided by partners without consulting with them first. Devon County Council will be mindful of the exemptions under the Data Protection Act 1998 which may prohibit disclosure.

### ***Complaints***

Complaints from individuals regarding the use, sharing or recording of their information must be dealt with by the relevant partner in accordance with their own complaints procedure. Complaints regarding the sharing of data on Early Help systems must be forwarded to Devon County Council's Information Governance Team (details as above) who will liaise with the relevant partners as required.

Partners will keep each other informed of developments following a complaint received where relevant and appropriate, and if necessary should be brought to the attention of the senior manager for Early Help provision.

### ***Publication of this agreement***

This Working Practice Agreement for the sharing of information to support Early Help provision may be published by each of the partners in accordance with their obligations under the Freedom of Information Act 2000, subject to any exemptions. Freedom of Information Requests received regarding Early Help provision should be dealt with by the relevant public authority that holds the information (as defined by the Freedom of Information Act). Requests for Devon County Council-held data should be sent to the Customer Relations and Information Governance Team:  
[acesstoinformation-mailbox@devon.gov.uk](mailto:acesstoinformation-mailbox@devon.gov.uk)

### ***Agreement review and changes***

The nominated holder of this agreement is Devon County Council's Information Governance Manager. The nominated holder will ensure that this agreement is reviewed on a regular basis, taking into account any new legislation or official guidance. This will be done after the first six months and then on an annual basis thereafter.

Partners can ask for changes to be made to the agreement at any time by submitting a request to the nominated holder at [acesstoinformation-mailbox@devon.gov.uk](mailto:acesstoinformation-mailbox@devon.gov.uk) who will circulate the requests to the signatories, co-ordinate responses and where appropriate seek agreement to the requested changes from the Devon Children, Young People and Families Alliance.

## Appendix 4

### Procedures for sharing Information under this Agreement

This appendix outlines the high level procedures for sharing information. The detail about what, how and when information will be shared is held in a separate data processing specification unique to each partner, attached as an addendum to this agreement.

Information will be shared for the purposes of:

1. Identifying individuals with additional needs;
2. Identifying family groups with additional needs;
3. Undertaking an assessment of the family's needs;
4. Providing co-ordinated help and support through a partnership approach to meet these and any later-identified needs;
5. Monitoring progress and measuring outcomes for individuals and families;
6. Providing central government with information to contribute to evaluation of the troubled families programme.

#### Process

The high level process for sharing information with Devon County Council central Early Help Team is:

##### 1. Identifying individuals with additional needs

Organisations that own data about individuals will decide how to determine whether an individual has additional needs. Individuals are identified as having additional needs by virtue of fulfilling one or more identifying factors as defined in the Early Help for families: outcomes plan. The outcomes plan is a dynamic document so care should be taken to refer to the most recent version. Lists of such individuals will be produced by organisations owning data, and transferred to Devon County Council's children and families data team.

##### 2. Identifying family groups with additional needs

The children's management information team at Devon County Council will amalgamate these data sources in order to see which criteria apply to which individuals. Individuals will be grouped into families initially based upon geographical address by the children's management information team. Local wisdom and practitioner knowledge will also be used to link individuals to others at different addresses where it is identified, in a professional's view, that there is significant influence in that relationship.

### **3. Undertaking an assessment of the individual's needs**

Practitioners will carry out an assessment of needs within the family context and record this on the relevant Early Help IT systems. The lead practitioner will explain to the individual how his/ her information could or will be shared with partners and seek the individual's explicit consent for sharing information.

### **4. Providing co-ordinated help and support through a partnership approach to meet these and any later-identified needs**

Where the assessment identifies the need for specialised help or intervention, information may be shared with other practitioners where appropriate within a multi-agency team around the child/ family approach.

Information shared will be proportionate and relevant as described in appendix 2.

### **5. Monitoring progress and measuring outcomes for individuals and families**

In order to monitor progress, measure sustained improvements and thereby evaluate efficacy of interventions, information will need to be shared during and for a time period after interventions end. The time period differs between outcomes and this is defined in the Early Help for families: outcomes plan. Detail relating to each partner is covered in individual data processing specifications.

### **6. Providing central government with information to contribute to assessment of the troubled families programme.**

In order to release additional funding from central government the children's management information team is required to provide various pieces of information. Some elements involve sharing personal data and these are covered in a separate information sharing agreement between Devon County Council and the Department for Communities and Local Government, signed on behalf of DCC by the senior manager for Early Help provision.

### **Method of sharing and data shared**

This will differ dependent upon what information is being shared and by whom. Where appropriate this is defined further in each partner's data processing specification, but in general information will be shared by methods including, but not limited to; secure email, multi-factor authentication IT systems and document encryption or via the nominated secure software tool (or by any other appropriate secure method of transfer).

**Partnership Contact Officers**

<b>Organisation</b>	<b>Name</b>	<b>Role</b>	<b>Phone</b>	<b>Email</b>

**Supplemental agreement**

**DATED**

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**SUPPLEMENTAL AGREEMENT  
TO  
WORKING PRACTICE AGREEMENT  
FOR THE SHARING OF INFORMATION TO SUPPORT  
EARLY HELP PROVISION**

between

**THE ORGANISATIONS NAMED IN SCHEDULE ONE**

and

[                     ]

Working Practice Agreement for the sharing of information to support Early Help provision



THIS AGREEMENT is dated

## **PARTIES**

- (1) [NAME] of [ADDRESS] (**New Partner**)
- (2) The organisations named in Schedule One as the existing Partners (**Existing Partners**).

## **BACKGROUND**

- (A) The New Partner wishes to become a party to the Working Practice Agreement dated [DATE] and made between the Existing Partners, as amended from time to time, for the purpose of sharing information to support Early Help Provision (“the Working Practice Agreement”).
- (B) The New Partner will become a party to the Working Practice Agreement under the provisions of paragraph 5.3 of the Working Practice Agreement.

## **AGREED TERMS**

1. Words and expressions used in this agreement shall, unless the context expressly requires otherwise, have the meaning given to them in the Working Practice Agreement. The **Effective Date** means the date of this agreement.
2. The New Partner confirms that it has been supplied with a copy of the Working Practice Agreement. The New Partner and each of the Existing Partners undertake with each other in consideration of the mutual indemnity and rights and obligations contained within the Working Practice Agreement that, from the Effective Date they shall observe, perform and be bound by the provisions of the Working Practice Agreement as though the New Partner were an original party to it.
3. The New Partner has supplied details of the Partnership Contact Officer for information sharing under the Working Practice Agreement at Schedule Two and any partner-specific Partnership Data Processing Specifications at Schedule Three.
4. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
5. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
6. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection

with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been signed and takes effect on the date stated at the beginning of it.

## **Schedule One - Existing Partners**

## **Schedule Two – Partnership Contact Officer**

By signing below, the New Partner accepts the working practice arrangements set out in this Working Practice Agreement and recognises the HM Government guidance 'Information Sharing: Advice for practitioners providing safeguarding services to children, young people, parents and carers'.

Signed <b>[Insert signature]</b>
By <b>[Authorised signatory's name and position]</b>
For and behalf of <b>[New Partner organisation]</b>
Data Protection Act 1998 Registration Number <b>[New Partner organisation registration number]</b>

Signed <b>[Insert signature]</b>
By <b>[Authorised signatory's name and position]</b>
For and behalf of <b>[Existing Partner organisation]</b>

## Example of a privacy notice

This poster is available to download from <http://www.devonchildrensalliance.org.uk/wp-content/uploads/2015/07/Early-Help-privacy-notice-physical-version.pdf>



# EARLY HELP FOR FAMILIES

### What is it?

Early help for families is about making sure that we know when children, young people and families in Devon need extra help and then giving them the support they need. We work with you and your family to find out where you need a bit of help and then bring in the right people at the right time to support you when you need it.

### Can I ask for help?

If you think this sort of help might be useful for your family, you can talk to a member of staff at your local children's centre, at school or at your youth centre. Alternatively there is contact information at the bottom of this poster.

### How will my personal information be used?

If your family is considered eligible to receive early help, Devon County Council will hold your information and share it with the people who will be working together to support you. This might include people like health workers and children's centre staff. We may also share information with the Department for Communities and Local Government for research purposes and so they can evaluate the national programme set up to help families. The government will only see anonymous information so this will not affect your benefits, impact on any services or treatments that you get or change your rights to claim.

### Do I get to give feedback?

Throughout the entire process you and your family are at the core so your views and needs shape what help you get. When you no longer need the extra help, we'll make sure you know where to go to get the support available to everybody. We will still need your input to know if this approach is helping in the long run though so, if it's ok, we'd like to follow up with you and your family a few months down the line to see how things are going. This will help us to figure out what works, what doesn't and how best to help other families or, indeed, give you a bit more help if you need it.

### Where can I find out more?



[devonchildrensalliance.org.uk](http://devonchildrensalliance.org.uk)



[earlyhelp@devon.gov.uk](mailto:earlyhelp@devon.gov.uk)



0345 155 1071 (local call rate)

September 2015

This more in-depth online version is available to download from <http://www.devonchildrensalliance.org.uk/wp-content/uploads/2015/07/Early-Help-privacy-notice-online-version.pdf>

## **Early help privacy notice: data sharing and the information we hold**

### **Devon County Council has committed to the Government to deliver the national programme supporting families in our area.**

In order to identify and support children, young people and their families, Devon County Council and partner organisations will be sharing relevant personal information with each other. This is so we can work together in a joined up way to help each family, provide the right kind of co-ordinated services for them and ensure those services are good quality.

The information that will be shared will relate to children, young people and their families and will be about any additional needs they might have. This might include relevant records in relation to social care, involvement with the police, aspects relating to employment, anti-social behaviour, violence in the home, substance misuse, educational attendance and behaviour, vulnerable children and health issues.

All information shared with partners is for the purposes of supporting families who might need extra help. It will also be used by Devon County Council and its partner organisations to monitor and improve the services on offer.

We may also share information with the Department for Communities and Local Government for research purposes so they can evaluate the effectiveness of the national troubled families programme. The government will only see anonymised information and this will not affect any individual's benefits, impact on any services or treatments or change anybody's rights to claim. The information shared is purely for evaluation and research purposes.

The personal data of individuals and families will be linked with information from public agencies such as the NHS and health organisations, the Department for Work and Pensions, the Police and schools. The data includes information about families who have received early help support and also about families who have been assessed as eligible but have not received support. The Office for National Statistics will carry out this linking process.

Anonymised information will be shared back with Devon County Council to help assess the effectiveness of this holistic multi-agency approach to supporting families.

Data agreements are in place to ensure that:

- the data can only be used for carrying out research
- the linked data cannot be used to make decisions about individuals;
- the linked information is anonymised to reduce the risk of individuals being identified;
- it will be impossible for any person or family to be identified from any published reports;
- the linked personal data will not be shared with or made available to the local authority or any other public agency;
- appropriate measures are in place to prevent unauthorised use of the data;
- the information will be destroyed when it is no longer needed for these purposes.

All information will be processed under strict protocols in accordance with the Data Protection Act 1998 and other relevant legislation.



For more information please contact the Early Help Co-ordination Centre:  
email: [earlyhelp@devon.gov.uk](mailto:earlyhelp@devon.gov.uk)  
phone: 0345 155 1071

For more information about the national troubled families programme please visit:  
<https://www.gov.uk/government/policies/support-for-families>