

INFORMATION SHARING AGREEMENT

NORTH EAST PATHFINDER PROJECT

SCOPE	This agreement describes the arrangements for sharing information in relation to the North East Pathfinder Project.
NAME OF LEAD (s)	
ORGANISATIONS TO WHICH THE AGREEMENT APPLIES TO	•
RELATED DOCUMENTS	North East Pathfinder Project Collaboration Agreement North East Pathfinder Project DPIA
AGREEMENT EFFECTIVE FROM	
MONITORING & REVIEW PROCESS	This Agreement will be reviewed and then, if needed, updated every 5 to 6 months and thereafter every 12 months, depending on the lifespan and roll-out of the project.
VERSION NUMBER	

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1. Introduction

1.1 This Information Sharing Agreement (ISA) aims to evidence how legal requirements are addressed, to provide assurance that agreed governance controls are in place to ensure that personal information sharing is managed securely, responsibly and in compliance with the law and with the Information Commissioner's Data Sharing Code of Practice.

This ISA will be included as a schedule to the Collaboration Agreement.

2. What is the North East Pathfinder?

2.1 The Department for Education (DfE) have selected the North East as the UK's national pilot / pathfinder region for a fully-funded 1 year project to improve foster carer recruitment and retention and selected Together for Children as the regional implementation lead. Together for Children is both a participating and leading authority on the project. The project encompasses a regional foster carer recruitment communications campaign - to direct prospective carers to the support hub – and foster carer retention support - to enhance the offer to new applicants and boost retention of existing carers through further roll out of the "Mockingbird" project.

2.2 The North East Pathfinder project is a regional fostering partnership between the following Local Authority (LA) fostering agencies:

Together for Children on behalf of...

2.3 The Pathway project involves a Regional Support Hub strand that will have a number of functions, including receiving initial enquiries in a timely way and obtaining further information from prospective carers, support them through their assessment journey including providing a 'buddy scheme' with local existing foster carers, providing a regional training offer and it also proposed they will manage checks and references. There will be phone conversations or 'check ins' with prospective carers to ensure they are still on track and maintain positive relationships on their journey, and to identify any challenges that might derail them from successful approval. For launch, the support hub will be branded as Foster with North East.

2.4 These elements require support hub staff to be able to record their work in a case management system from which detailed reporting can be output to support detailed analysis of the success of the hub in terms of the project's foster carer recruitment goals, as well as day-to-day operational analysis, for example, an operational dashboard. This includes a requirement to receive external data from LAs to update the hub as to the progress of prospective foster carer journeys to aid this analysis.

3. Roles and Responsibilities

3.1 For the purposes of the Data Protection Act 2018 (DPA 2018) and the UK General Data Protection Regulation (UKGDPR), all participating local authorities are Joint Data Controllers with regard to the processing of personal data (enquirers, prospective foster carers and others) within the Regional Support Hub. This is a recognition of the Joint Controllers' common, but distinct legal obligations for ensuring that personal information necessary for the Hub functions at 2.3 above is processed and shared in accordance with data protection law and related legislation.

3.2 Each Local Authority will remain data controller for the data they go on to process within their own Local Authority fostering assessment and approval processes and systems. Here, each remains responsible for determining their own purpose and the manner in which personal data is processed when delivering their own statutory duties for the maintenance of foster care services.

4. Purpose and Benefits

4.1 Information is being shared to enable each participating authority's foster care service to increase their opportunity to recruit suitable foster carers and to secure loving and stable homes for children who have been identified for foster care.

4.2 The project encompasses a regional foster carer recruitment communications campaign - to direct prospective carers to the support hub – and foster carer retention support – to enhance the offer to new applicants and boost retention of existing carers through further roll out of the "Mockingbird" project.

4.3 Sharing relevant data will significantly widen the pool of foster carers that each partner authority is able to access and thereby increasing the chances of finding an appropriate foster home for a child.

4.4 Specifically, the centralised Regional Support Hub will:

- 4.4.1 Provide a centralised online recruitment service with enquiry forms completed by (or on behalf of) potential carers. The hub will then transfer the enquiry to the relevant LA fostering service.
- 4.4.2 Retain information on the Support Hub's Enquiries and Outcome System to map prospective foster carers' journeys. This information will only be accessible by hub personnel and a nominated LA performance team.
- 4.4.3 Receive monthly transfer updates from the 12 LA's in respect of key dates of each of the applicant's journey through each stage of the assessment process.
- 4.4.4 Allow the receiving Local Authority to monitor and review each agency's practice (from the updates available) to optimize performance and produce qualitative reports. The reports will not contain any personal data on enquirers, foster carers or cared for children.

4.5 Appendix A illustrates the tasks at 4.4 above.

5. Data Requirements

5.1 Personal and sensitive personal data is defined in the Data Protection Act 2018 and hereinafter is collectively referred to as "Specified Data".

5.2 Specified data will be exchanged collaboratively between partner authorities for:

- The purpose/benefits described above.
- For any other supplementary or incidental purpose contributing to improving the foster care service for children and prospective foster carers.
- For reviewing and evaluating the effectiveness of this new delivery model.
- In accordance with the foster care law.

5.3 The following data will be shared from the North East Pathfinder Enquiries System to partner authorities:

- Full name of enquirer including middle names
- Any other name known by
- Date of birth
- Full postal address
- Email address
- Preferred contact telephone number
- Other phone number (optional)
- How they found out about the North East Pathfinder project.
- Local Authority Area of Residence

6. Data Collection

6.1 If the North East Pathfinder Regional Support Hub is to be successfully implemented, specified data needs to be collected in the following phases:

- **Stage 1: Front Door / Initial Enquiry contacts.** Collecting initial contact data from Enquirers / Prospective Foster Carers and recording on Enquiries and Outcome System, per 4.4.1 above.
- **Stage 2: Operational.** Ongoing data sharing to enable the effective operation of the North East Regional Support Pathfinder Hub, per 4.4.1 – 4.4.3 above, including:
 - i. Foster carer enquiry information between the Support Hub and the partner authorities in respect of progressing enquiries to become a foster carer. It also involves
 - ii. Partner authorities sharing with the Support Hub regular updates on the progress of each enquiry, and
 - iii. also sharing approved foster carers across the Support Hub partnership to increase opportunities for matching.

Stage 2 can be broken down into specific data sharing points:

6.2 Enquiries – Data shared by the North East Regional Support Hub to the relevant partner authority

6.2.1 Where a member of the public makes an enquiry about becoming a foster carer or requires further information about the process, the data provided is stored on the Support Hub Enquiries and Outcomes IT System.

6.3 Updates against each enquiry received by the North East Pathfinder Hub

6.3.1 As part of the North East Support Hub's role in monitoring the progress of enquiries received and understanding how they are progressing through the Assessment and Approval process, each partner authority will be required to provide an agreed monthly data set.

This data captures the key dates and events in the Foster Carer's assessment and approval journey. This will be used for reporting and analysis purposes and this information can be anonymised

The data to be shared is attached at **Appendix B**.

7. Data Sources

The Sources of data are as follows:

7.1 Phase 1 – Front Door / Initial Enquiry contacts.

Enquiry Details – the data source will be the person making an enquiry about becoming a Foster Carer. This may be through an online form, phone call or email. Once recorded in the Enquiries and Outcomes system, this information will then be shared with the relevant partner authority to progress the contact through the assessment and approval processes. (See **section 1.1** for the full data set)

7.2 Phase 2 - the exchange of Foster Carer information between the Pathfinder Hub and the partner authorities and vice versa in respect of progressing enquiries to become a foster carer, updating on the progress of each enquiry and sharing approved Foster Carers across the Pathfinder Hub Partnership to increase opportunities for matching.

Information will be collected as follows:

Foster Carer Progress Tracking Information – this data set will be provided by each partner authority to the North East Pathfinder Hub by way of an agreed monthly report.

8. Legal Basis for Data Sharing

8.1 The lawful bases for processing personal data specified within this agreement as required by the UKGDPR are:

Article 6(1)(c) processing is necessary for compliance with a legal obligation to which the controller is subject, and

Article 9(2)(g) processing is necessary for reasons of substantial public interest and is authorised by domestic law (see section 10(1)(c) of the 2018 Data Protection Act)

8.2 To discharge their Foster Care functions, partner authorities rely on statutory provisions which confer implied and express data sharing powers across a broad range of legislation.

Children Act 1989 (as amended) and the Fostering Agencies Regulations 2005(?) and the National Minimum Standards 2011 set out the minimum applicable project requirements and provide the main framework governing the Project's operations.

The above legislative framework in combination with the duties of local authorities in relation to children looked after by them in section 22 of the Children Act 1989 and the general duty to co-operate to improve the wellbeing of children in s.10 of the Children Act 2004, provide the legal basis underpinning necessary and proportionate information sharing between participating authorities and the Pathfinder Hub in order to meet the respective statutory obligations of the individual Parties in the context of delivering a Partnership Foster Care service.

9. Transparency

9.1 Fair Processing Information is provided to new enquirers via the North East Support Hub website at the point personal data is collected in the form of a Privacy Notice.

The Privacy Notice explains how personal information is processed fairly and provides information about individuals rights and who to contact should they want to exercise those rights.

All participating Local Authorities also have a privacy notices for data they receive, and these are available via individual partner websites.

10. Data Risk

10.1 To assess the level of risk associated with the data processing required by this agreement a Data Protection Impact Assessment (DPIAs) has been carried out, as required by Article 35 of the UKGDPR. The assessment is available to all partner authorities and will be reviewed / updated periodically throughout the life of the project.

11. Transferring and Requesting Data

11.1 The agreed process for managing an enquiry to become a Foster Carer is for these to be received by the North East Pathfinder Hub into a central database (the enquiries and outcomes system). The enquiry and outcome system will automatically generate a unique Enquiry ID before sending a secure email to a shared email account within the appropriate participating LA with the details of the enquiry (which will depend on the residence of the enquirer).

On a monthly basis, specified data relating to progress and outcomes for each enquiry will be provided by the partner authorities to the North East Pathfinder Hub. This will be provided by secure email to a designated secure email account within the Pathfinder Hub.

12. Frequency of Transfer

12.1 The data recorded by the North East Pathfinder Hub about each enquiry received will be shared within one working day with partner authorities by secure method.

In relation to the Specified Data received by the North East Pathfinder Hub from partner authorities, this is a monthly routine of sharing individual LA files securely via Sharepoint.

13. Data Storage and Security

13.1 Appropriate technical, security and organisational measures shall be taken to safeguard against unauthorised or unlawful processing of the Specified Data and against accidental loss or destruction of, or damage to, the Specified Data.

These measures shall cover all aspects of organisational and technical controls such as physical security, system specific security, access privileges, and staff training.

Information held by the North East Pathfinder Hub is only accessible by hub personnel (as defined by the Collaboration Agreement) and nominated participating LA systems and performance team staff.

Data is held securely and safely and in accordance with the requirements of the DPA2018/UK GDPR.

Data is stored electronically on a bespoke enquiry and outcome system which is hosted on behalf of the North East Pathfinder Hub by Together for Children (on behalf of Sunderland City Council) in its secure data centre which is onsite.

Access is provided and controlled by secure data access password controls.

All data including backup data is held in the UK.

14.Data Quality

14.1 All participating Local Authorities are equally responsible for the quality and accuracy of the personal information it obtains, uses and shares from the North East Pathfinder Hub.

In relation to agreed batch exchanges of specified data, a common identifier will be agreed to limit the potential for avoidable mismatches. In addition, **an agreed template** has been developed to ensure the appropriate formatting and completion of data can be shared. This will also be shared as part of the case management system configuration for importing data.

If a partner authority later discovers information is inaccurate, it will take all necessary steps to inform other authorities and recipients to enable the correction or updating of their records/case management systems.

15.Retention and Disposal

15.1 Enquiry related data will be held in the North East Pathfinder Hub database for a period of three years after the last contact with the Hub. A report will be available to identify those records which are due for deletion. The report will be available to the Pathfinder's Service Lead for review and approval for the deletion of the identified records.

16.Data Protection

16.1 In line with Clause 16 of the Collaboration Agreement, partner authorities acknowledge that they are public authorities for the purposes of the UK General Data Protection Regulation (UKGDPR) and Data Protection Act (2018) and are each responsible for complying with its requirements. This includes taking all relevant technical and organisational measures to protect personal data and the privacy of service users.

16.2 In the event that data covered by this agreement is lost, stolen, misused, or otherwise compromised, partner authorities shall take steps to contain the incident and record it via their local Data Breach Reporting Procedure.

Risk assessments, containment actions, communication of incidents to affected individuals and decision making associated with reporting to the Information Commissioner's Office shall be considered jointly by all partner authorities.

16.3 In the event that personal data processed through or within the Support Hub is found to be inaccurate, incomplete or out of date, correction, completion or updating will be undertaken without undue delay.

16.4 Requests received from individuals exercising any of their rights under Articles 15-22 of the UKGDPR shall be recorded and progressed locally by the receiving partner authority. These rights include access, via a Data Subject Access Request (DSAR), rectification, erasure, portability, or restriction.

Partner authorities will take a collaborative approach to considering disclosure requests made in relation to any matters covered by this Agreement.

17. Freedom of Information

17.1 In line with Clause 15 of the Collaboration Agreement, partner authorities acknowledge that they are public authorities for the purposes of the Freedom of Information Act (2000) and are each responsible for complying with its requirements.

Partner authorities will take a collaborative approach to considering disclosure requests made in relation to any matters covered by this Agreement.

18. Complaints and Investigations

18.1 In line with Clause 21 of the Collaboration Agreement, partner authorities acknowledge that all complaints shall be considered in accordance with relevant local or statutory complaint handling procedures.

18.2 Partner authorities will take a collaborative approach to considering complaints made in relation to any matters covered by this Agreement.

18.3 In the event of a regulator's investigation, partner authorities shall each cooperate with regulatory bodies in question, including the Local Government Ombudsman and/or Information Commissioner's Office. Partner authorities will be expected to provide access to information on demand within agreed timescales and make staff available for interview if required. Where appropriate for the most effective management of a given case, the partner authorities may agree and designate one point of contact for correspondence with the regulatory body in question.

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Appendix A

Process flow graphic

Appendix B

Monthly CSV Spec.:

Example CSV Template:

Appendix C - List of Key Contacts

Information Sharing Agreement

North East Pathfinder Project

Organisation Title: THE COUNCIL OF THE BOROUGH OF xxx

Lead Reviewer(s):

Email:

Caldicott Guardian:

Email:

Appendix D – Signatories

North East Pathfinder Project - Information Sharing Agreement

By becoming a signatory to this agreement, Partner organisations are committing to:

Apply the standards that are prescribed in guidance and Codes of Practice issued by the Information Commissioner's Office and. <https://ico.org.uk/for-organisations/>

Comply with the provisions of Data Protection legislation which includes, but not limited to:

- o The General Data Protection Regulation (GDPR)*
- o Data Protection Act 2018 (DPA)*
- o Privacy and Electronic Communications Regulations (PECR)*

Follow the standards prescribed by the Agreement document which includes processes for sharing information on both a routine and ad-hoc basis.

All Partner organisations agree to be responsible for ensuring measures are in place to guarantee the security and integrity of data are sufficiently trained to understand their responsibilities and comply with the law. Organisations will recognise that this document encourages sharing of data but does not alter the statutory duties of those organisations signed up to it.

SIGNED for and on behalf of

THE COUNCIL OF THE BOROUGH OF xxx

Signature _____

Name (Print) _____

Position _____

Date: _____

Signed agreement copies will be kept by each Local Authority