

Children's Centre Information Sharing Agreement

London Borough of Barnet

Document Control

Document Description	<p>Information Sharing Agreement</p> <p>Between</p> <p>(1)The Mayor and Burgesses of the London Borough of Barnet acting by the Divisional Head of [Children’s Services?] (the “Council”)</p> <p>And</p> <p>(2) xxx Children’s Centre acting by The Governing Body of xxx Primary School and Children’s Centre (the “Centre”)</p> <p><i>(to be read in conjunction with and in accordance with the Council’s Information Sharing Protocol)</i></p>		
Version	V.001		
Date Created	August 2012		
Status	Draft		
Authorisation	Name	Signature	Date
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Checked By			

Version Control

Version number	Date	Author	Reason for New Version

Date last reviewed: August 2012
Date of next review: March 2013

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Definitions and Interpretations

'Children's Centres' means the Children's Centres within Barnet

'Council' means The Mayor and Burgesses of the London Borough of Barnet

'Data Controller' means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.

'Data Processor' means in relation to personal data, any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller.

'Centre' means The Children Centre acting by the School's Governing Body or the Externally Commissioned Service Provider

1 Purpose and scope

This agreement sets out the terms and conditions for the sharing of information between the Centre and the Council to help inform decision making and performance at the Children's Centre and the Council.

The Childcare Act 2006 imposes duties on local authorities to improve the well-being of young children in their area and to ensure that early childhood services are provided in an integrated and accessible way that maximises the benefits to children and their parents.

The Council's Children's Service core values support early intervention and prevention services for children and young people. Children's Centres will contribute towards the priorities of the Council's Children and Young People Plan (CYPP) 2010/2011 – 2012/2013

([www.barnet.gov.uk/downloads/download/358/barnet children and young people plan](http://www.barnet.gov.uk/downloads/download/358/barnet_children_and_young_people_plan))

Key priorities relevant to the Services:

- intervene early to strengthen families ensuring the early identification of children and families to enable appropriate preventative interventions;
- increase choice and access to maternity services;
- identify and protect those most at risk of harm;
- enable every child and young person to achieve their full potential, narrowing the gap for those whose attainment is at risk;
- reduce economic disadvantage through tackling child poverty.

Children's Centres in Barnet record information about families, carers and children accessing centres on eStart. There is a requirement for this information to be shared with the Council, in order to inform decisions around the provision of services to families, carers and children. The eStart database also provides management information which is used to support Children's Centres in delivering services to those who use them.

Under the Service Level Agreement (SLA) between the Centre and the Council, the Centre has a duty to ensure that integrated services are organised for children under five and their families. They are required to provide integrated early years education and childcare¹, health and family support services, and training and employment opportunities for adults. The Children's Centre aims to respond to local needs and deliver services by a team of multi agency professionals, employed either directly by the Centre, partnership arrangements with stakeholders or through commissioned

¹ Integrated childcare applicable to centres with childcare

services by the Council; eStart supports them in providing information to support this decision making.

2 Legal basis / power to share information

The Council and the Centre must have a legal power to share personal information, and must comply with the Data Protection Act 1998.

Data Protection Act 1998 (DPA)

The DPA governs the protection and use of personal information identifying living individuals. The DPA gives individuals rights in relation to the handling of their personal data by organisations. Organisations must handle this information in accordance with standards in the DPA known as the Data Protection Principles set out below:

1. Personal data shall be processed fairly and lawfully and, in particular, shall not be processed unless –
 - (a) at least one of the conditions in **Schedule 2** is met, and
 - (b) in the case of sensitive personal data, at least one of the conditions in **Schedule 3** is also met.
2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.
3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
4. Personal data shall be accurate and, where necessary, kept up to date.
5. Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
6. Personal data shall be processed in accordance with the rights of data subjects under this Act.
7. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
8. Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

The DPA contains two schedules (referred to in the first principle) that list various conditions which, when satisfied, allow for the processing/sharing of personal data

(Schedule 2) and sensitive personal data (Schedule 3). Personal information can be shared under the following Schedule 2 conditions:

Schedule 2 DPA

Condition 1: The individual who the personal data is about has consented to the processing

This condition is satisfied through the following requirements; prior to any input on the system, parents/legal guardians of children are required to complete an eStart registration form and agree to the Privacy Statement/Consent on it. Individuals who prefer not to sign up to the Privacy Statement/Consent do not have their information stored on the system and the registration form is securely destroyed.

Condition 2: The processing is necessary in relation to a contract which the individual has entered into

The parents/legal guardians are entering into a contract with the Centre and/or the Council to receive services under an express or implied contract for services. We need to process their personal data to provide those services.

Condition 3: The processing is necessary because of a legal obligation that applies to the Council

The Council has statutory obligations to provide services to children and young people and their families. These include but are not limited to the Childcare Act 2006 and the Children's Acts.1989 and 2004. The Council needs to share personal information to enable it to provide these statutory services.

Condition 5: The processing is necessary for exercising statutory or other public functions

Sharing personal information is necessary for the exercise of functions conferred under statute, including the Childcare Act 2006, which imposes duties on local authorities to improve the well-being of young children in their area and to ensure that early childhood services are provided in an integrated and accessible way that maximises the benefits to children and their parents, and the Children Act 1989 and Children Act 2004 relating to the sharing of information for safeguarding and child protection purposes.

This information is in line with the Children's Centres national strategy for improving access and for joint planning and development.

Condition 6: The processing is in accordance with the "legitimate interests" condition

It is clearly in the Council's and the Centre's legitimate interests to share personal information to enable them to provide a comprehensive joined up service and it is clearly in the service users' interests that they do so.

Schedule 3 DPA

If the personal information is 'sensitive' (that is, where it relates to race, ethnic origin, political opinions, religion or belief system, membership of a trades union, physical/mental health or sexual life, the commission or alleged commission of any offence, or proceedings relating to the offence) the Council must satisfy, in addition to a Schedule 2 condition, at least one condition in Schedule 3. Sensitive personal Information can be shared under the following Schedule 3 conditions:

Condition 1: The individual who the sensitive personal information is about has given explicit consent to the processing

As with Schedule 2, explicit consent is provided by the parent/legal guardian before any information is stored. Therefore Schedule 3, Condition 1 is satisfied and personal data can be shared.

Condition 7: The processing is necessary for exercising statutory functions

Sharing sensitive personal information is necessary for the exercise of functions conferred under statute, including the Childcare Act 2006 and the Children Acts 1989 and 2004

The information shared will be used only for the purposes set out above. The need to share information is also in line with early intervention and prevention interventions, thus ensuring that service users are aware of their local services and how to access and to use them.

3 Information

3.1 What information is being shared

All parents/legal guardians are required to complete an eStart registration form prior to any information being stored on the eStart system. Only forms with consent are input onto the eStart system, all other forms are securely destroyed.

The information collected on the form includes personal data such as name, date of birth, address, ethnicity, disability information, employment codes and contact information of individuals.

As families, carers and children attend activities within Children's Centres their record on the eStart system will be updated with the contact details along with any 'notes' made by the Family Support Worker.

Users of the system only have access to the Children's Centres to which the family is registered or affiliated to. In addition differing levels of access are granted on the system based on the role performed by the staff member. Access is only granted on a need to know basis through the Children's Services – EIP Administrators. All

Children's Centre staff and members of Children's Services – EIP, are enhanced CRB cleared.

The Council's Children's Services – EIP, as administrators of the system has access to all data input onto the system.

3.2 Information Quality

The Council is committed to ensuring that the data it processes adheres to the Council's Data Quality Policy. It is the responsibility of the Children's Centre manager to ensure they adhere to these 'quality' standards.

The Children's Centre Manager is responsible for ensuring that data inputted on to the eStart system is accurate and up-to-date; the Children's Services – EIP, will undertake ad hoc audits throughout the year to ensure data integrity and quality.

The Children's Services – EIP, is responsible for monitoring the data integrity of information input onto eStart; this will be done through regular audits of the system as identified in the Children's Centre Management Information System, Framework.

3.3 How will the information be used

The information will only be used as stated in the Purpose & Scope Section of this document. The information will not be shared with or passed to any third party providers who are not listed in the privacy statement, unless required by law or it is in the service user's vital interests.

3.4 Regularity of the share of information / Timescales

This Information Sharing Agreement is an ongoing arrangement. Information is shared as the system is updated.

3.5 Data Retention and Disposal

The Children's Centre Manager must ensure the Centre complies with all relevant aspects of the DPA particularly when dealing with sensitive personal information.

Depending on their respective roles and functions at any particular time when acting under this Agreement the Council and the Centre will all be acting as Data Controllers or Data Processors or both.

The Council and the Centre will each nominate a named individual who will be responsible for ensuring that each organisation complies with its obligations under this Agreement and the DPA and provide the contact details of these individuals to each other. In the case of the Children's Centre this will individual will be the Children's Centre Manager.

The nominated individuals on behalf of their respective organisations shall:

- ensure that personal data is appropriately stored and processed in accordance with the DPA;
- ensure that all staff have been appropriately trained and have a clear awareness of their responsibilities under the DPA
- take appropriate technical and organisational measures against the unauthorised or unlawful use of personal or other confidential information;
- take appropriate measures against accidental loss, damage or destruction of personal or other confidential information;
- not disclose any personal data to any third party unless they are permitted to do so by law.
- ensure that any breaches of data security or data loss are fully investigated and managed in line with appropriate ICO guidance

eStart Registration Forms	Will only be stored for the duration of the family, carer, or children being active on the eStart system. When a family, carer, or children no longer attends a Children's Centre in Barnet, they are automatically deactivated from the system, the paper record will be securely destroyed and family deleted from eStart.
Daily Activity Registers	For auditing purposes these are kept for a minimum of one year.

Children's Centre Managers are responsible for ensuring that all staff that use eStart have current 'enhanced' CRB checks.

4 Security and data management

Prior to any information being stored on eStart the family, carer, and children are asked to consent to the storage of their information. All users are given information regarding the process of recording and provided with the opportunity to opt out of the eStart system. This will not stop the individual from using our service. Where families or carers chose this option their information will not be stored on the eStart database. Only information from families who have signed and agreed to the privacy notice will be shared with the Council. Children Centre Managers have been notified regarding the process and system set out in the protocol, prior to its commencement.

All information on the eStart system will only be used for the purpose specified in this agreement. Information will not be passed to third parties, unless expressly required by law or it is in the service user's vital interests.

Staff employed by the Council are also made aware of the Council's policies in relation to Data Protection and Paper Handling during their induction period. They

cover the principles of the Data Protection Act, Data Handling and Data Security before access to eStart is granted to them.

Staff that have access to eStart are trained prior to any access to the system being granted. Staff that have left the organisation or are on long-term sick will have their access deactivated.

Information sharing across Children's Centres and the Council is done through providing the family or member ID; this ensures individuals cannot be identified. Where further sensitive details are required about individuals this is only done through the secure email accounts; gcsx or uso-fx email accounts.

5 Data Protection Breaches

As the System Controller for eStart, the Council must comply with the Incident Reporting Policy requirements set out by the Council.

The Children's Centre Manager must ensure the Centre complies with all relevant aspects of the DPA particularly when dealing with sensitive personal information.

The Centre is the Data Controller for all data entered on to and handled as part of the eStart system by the Children's Centre and the Children's Centre is the Data Processor.

All employees of Council and Children's Centres who have been permitted access by the Council to personal data are responsible for ensuring that no security breaches occur as a result of their actions. Everyone must be aware of their responsibility to report any potential, suspected or actual incidents relating to personal data loss and breaches.

It is important that both incidents and suspected incidents are reported.

Incidents must be reported immediately to the Council's Corporate Data Protection Governance Officer through the Children's Services – EIP, Data & Analysis Co-ordinator, as soon as an incident has been identified. Timeliness of reporting is key to ensure measures are put in place to contain the damage and begin the recovery process.

6 Complaints process

Should a complaint regarding Information Sharing be received in relation to this Agreement it should be escalated to Sue Hillsden, Early Years Services Manager, Children's Services – EIP or her replacement who will address the complaint in line with the Council's complaints procedures.

7 Signatures and Contacts

The Council and Children's Centres must identify the post holder(s) responsible on a day-to-day basis for the information sharing under this agreement along with their contact details. This person is also responsible for the accuracy of any information shared.

8 Assessment and Review

8.1 Review

This agreement will be reviewed annually, and will form part of the Children's Centre Service Level Agreement.

Adherence to this agreement will be discussed at the mid-year review between the Early Years Services Manager and Children's Centre representatives. The aim of this discussion is to identify any problems, issues or things that may need changing in light of changing priorities.

8.2 Risk Assessment

The eStart system holds personal and sensitive personal information about children, carers and families. To mitigate the risk of the information being accessed by the wrong people, appropriate levels of access are granted to individuals requiring access.

The eStart system is accessed through a secure (<https://>) web address providing an additional level of security.

9 Termination of Agreement

Either party is required to give one 1 month(s) prior written notice if they wish to terminate this agreement

This Information Sharing Agreement is signed for and on behalf of the Council and the Centre

For the Centre

Name

Position

Date

For the Council

Name

Position

Date