

OFFICIAL

Data Sharing Agreement

**Early Help Assessment,
Child and Family Plan /
Request for Early Help**

Between:

**Durham County Council
and**

**Organisations
participating in the
Prevention and Early Help
Partnership**

July 2022

Glossary of key terms

In this Agreement the following words and phrases will have the following meanings:

Key term	Meaning
“DCC”	means Durham County Council
“Partners”	means partners to this Agreement, namely the organisations participating in the Prevention and Early Help Partnership
“DPA”	means the Data Protection Act 2018
“DPIA”	means Data Protection Impact Assessment
“DPO”	means Data Protection Office
“DSA”	means Data Sharing Agreement
“FoIA”	means the Freedom of Information Act 2000
“UK GDPR”	means UK General Data Protection Regulation
“ICO”	means the Information Commissioner’s Office
“Controller”	meaning set out in Article 4 of the UK GDPR
“Processor”	meaning set out in Article 4 of the UK GDPR
“Data Subject”	meaning set out in Article 4 of the UK GDPR
“Processing”	meaning set out in Article 4 of the UK GDPR
“Personal data”	meaning set out in Article 4 of the UK GDPR
“Special Category data”	meaning set out in Article 4 of the UK GDPR
“Programme”	means the Early Help Programme
“UPRN”	means Unique Postal Reference Number

Signatory Details

DCC Agreement Owner	Martyn Stenton Head of Early Help, Inclusion and Vulnerable Children Children and Young Peoples Services Durham County Council County Hall Durham
Agreement Owner	Karen Davison Strategic Manager, One Point and Think Family Service Children and Young Peoples Services Durham County Council County Hall Durham
Partners	Appropriate signatories from the range of partner organisations who are party to this agreement. This may be the Data Protection Officer, Caldicott Guardian, Chief Executive or other senior designated signatory

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Introduction

1. This Data Sharing Agreement (DSA) sets out the data sharing arrangements between the “**Partners**”, that is Durham County Council (DCC), and the organisations participating in the Prevention and Early Help Partnership. This is an ongoing initiative.
2. **Early Help** is delivered by local authorities and their partners and demonstrates the way public services should work - with services joining up to provide effective, co-ordinated support to disadvantaged families with a range of complex problems to ensure they get access to early, coordinated support to help them overcome their problems before they escalate. This can make a huge difference to the lives of vulnerable children and their families.
3. This DSA documents the lawful basis for this data sharing initiative, what information will be shared and how it will be shared. The Partners have entered into this DSA to demonstrate that data protection and privacy requirements have been taken into account, to set out how the use of information meets the data protection principles, and how the rights of data subjects are protected. The Partners agree to observe all of the obligations set out in this DSA.
4. This DSA is not a contract and is not legally binding. It does not create a legal power for either Partner to lawfully exchange and process personal information, and it does not provide indemnity from action under any law. It does not remove or reduce the legal obligations or responsibilities on any Partner.
5. This DSA will commence when the final version has been signed by Partners and will terminate in accordance with paragraphs 46 - 49.

Principle 1 - lawfulness, fairness and transparency

6. The Partners enter this DSA intending to honour, observe and perform all their obligations towards each other. This DSA sets out the intention for Partners to provide DCC with specified personal data about individuals who meet agreed thresholds. It also forms a record of current arrangements agreed between the Partners relating to their sharing of personal data pursuant to the Prevention and Early Help Partnership.
7. The Prevention and Early Help Partnership share information to improve the delivery of appropriate services and support to families, children and young people. To facilitate this, Partners will share the agreed information to identify individuals who are in need of early help and support and to understand those families which are already known to individual partners and are in receipt of services. This will inform the broader understanding of their needs, help to identify cumulative risk and assist in co-ordinating and streamlining service delivery.

Data items to be shared

8. Please see Appendix D for a full list of data items to be shared. Each partner will only share the minimum amount of data to enable the objectives to be achieved.

How data will be shared

9. The Partners will transfer the data items listed in Appendix D to Durham County Council via the secure electronic Liquid Logic Childrens Portal. This is a secure electronic system with two factor authentication which will enable Partners to record agreed data sets and for these to be securely transferred to the Council.

Durham County Council will triage the 'request for (additional) early help' data received from Partners and use this to inform an appropriate response. Durham County Council will also store the 'partner led' Early Help Assessment and Child and Family Plan information and provide access in accordance with this agreement.

Legal Gateways

10. The completion and processing of an Early Help Assessment and Child and Family Plan will require the consent of the individual or person with parental responsibility. It is the responsibility of each Partner to ensure they have explained the process to the individual, acquired the relevant consent to complete and Early help Assessment and Child and Family Plan and explained how the individual's data will be processed and shared.
11. Once the person has consented to an Early Help Assessment and Child and Family Plan being undertaken and submitted for processing, then the Partnership will use the following lawful basis for processing and share personal data (which are set out in article 6 of the UK GDPR):
 - (e) Carrying out tasks in the public interest that are set out in law, or public functions set out in law
12. Where we process special category data one of these conditions will also apply (which are set out in article 9 of the UK GDPR):
 - (g) The processing is necessary for reasons of substantial public interest
 - (h) Processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services.

Schedule 1 Part 2 of the Data Protection Act 2018

13. Substantial public interest conditions:

Equality of opportunity or treatment

8(1) This condition is met if the processing –

- (a) is of a specified category of personal data, and
 - (b) is necessary for the purposes of identifying or keeping under review the existence or absence of equality of opportunity or treatment between groups of people specified in relation to that category with a view to enabling such equality to be promoted or maintained
14. The data sharing process does not contain personal data relating to criminal convictions and offences or related security measures but may indicate (through a tick box) that there is a crime or antisocial behaviour factor within a family. Therefore, the conditions under Schedule 1 of the “DPA” do not Apply.
15. The legal basis for processing your personal information is contained in a range of legislation including:
- Police and Criminal Evidence Act 1984
 - The Children Act 1989
 - The Crime and Disorder Act 1998
 - Immigration and Asylum Act 1999
 - Local Government Act 2000
 - The Children (Leaving Care) Act 2000
 - The Education Act 2002
 - Criminal Justice Act 2002
 - Sexual Offences Act 2003
 - The Children Act 2004
 - The NHS Act 2006 •
 - Education and Skills Act 2008
 - The Localism Act 2011
 - The Children’s and Families Act 2014
 - Special Educational Needs and Disability Regulations Act 2014
 - The Digital Economy Act 2017

Data Controller relationship

16. Durham County Council becomes the data controller for the agreed personal data sets relevant to this DSA (see Appendix D) once it receives these from Partners through the Liquid Logic Childrens Portal.
17. Durham County Council has a Privacy Notice available for families and young people which makes clear that data may be shared with Partners where it is required for the purposes of supporting individuals or households who face multiple disadvantages and enabling the improvement or targeting of public services to such individuals or households.

[Privacy Notice: Early Help Services and Stronger Families \(durham.gov.uk\)](https://www.durham.gov.uk/privacy-notice-early-help-services-and-stronger-families)

Principle 2 – purpose limitation

18. The purpose of this Data Sharing is for Durham County Council and Partners to be able to:
- Identify vulnerable children, young people and families to enable the offer of extra help and support that is available to them to meet their needs
 - To understand the range of children, young people and families being supported across partners and to ensure effective co-ordination and leadership of that work.
 - to evidence to the Department of Levelling Up Housing and Communities (DLUHC) that families being supported meet the National Supporting Families Programme (known in Durham as Stronger Families) eligibility and are achieving improved, sustained outcomes (are 'Turned Around').
 - To provide aggregate data to support Performance Management, Analysis, Service Planning and Modelling of future demands for services.
19. The data should not be used for any other purpose.

Further Use and Onward Disclosure

20. Durham County Council will not onwardly disclose specified personal data relating to individuals supplied by Partners pursuant to this DSA, unless permitted in law.

Principle 3 – data minimisation

21. Each Partner organisation confirms that the information being shared under this Agreement is the minimum amount of personal data that is necessary to achieve the purposes for which it is being shared as each request will contain relevant information to determine necessity proportionality and justification.

Principle 4 - accuracy

22. All parties will ensure that, to the best of their knowledge, shared information is as accurate, up to date and adequate for the purpose disclosed. Where one party discovers this not to be the case, they will inform the originating party (data controller) of this. The data controller will be responsible for correcting this information and notifying all other recipients of the information who must ensure the necessary correction is made. Abbreviations and codes will be avoided to ensure that information is not misunderstood.

Principle 5 – storage limitation

23. Personal information obtained by the Data Controller pursuant to the purposes of this Agreement shall not be retained for any longer than is necessary for the Purpose defined in this agreement. At the end of the retention period, both parties will permanently delete the data, including from deleted items, folders and recycle bins.

Principle 6 – integrity and confidentiality

24. Durham County Council acting as Data Controller for the data provided by Partners shall ensure that it takes appropriate technical and organisational security measures governing the processing of personal data, including but without affecting the generality of this obligation ensuring that only allocated persons may access the Data.
25. Durham County Council confirms that, as a minimum, it has considered the risks of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any personal data processed under this Agreement and have arrangements in place to manage or mitigate these risks.

Principle 7 - accountability

26. All Partners confirm that they can demonstrate compliance with the data protection Principles.
27. Each Partner confirms that the processing covered in this Agreement will be included in the organisations existing central Record of Processing Activity (ROPA) or equivalent.

Governance and administration

28. A Data Protection Impact Assessment has been carried out by DCC.

Offshoring

29. There will be no offshoring of data by any party.

Data processors and sub-processing

30. There are no third parties involved in processing or sub processing the data. The use of any new data processors by a Partner for processing covered by this Agreement will be notified to the other Partners.

Consultation

31. Durham County Council have sought advice from relevant Data Protection Officers within the Council and the Caldicott Guardian. Data subjects will not be consulted prior to any processing covered by this agreement.

Automated decision-making and profiling

32. There will be no automated decision making or profiling.

Necessity and proportionality

33. The formal assessment of necessity and proportionality required under this agreement has been covered by all in the associated governance with this data share.

Freedom of Information Requests

34. Partners subject to the requirements of the Freedom of Information Act 2000, will assist and cooperate with each other, to enable each to comply with its information disclosure obligations.
35. Where a Freedom of Information request is received by a Partner to this agreement, which relates to data that has been provided by another Partner, the Partner receiving the request will promptly within 2 working days notify the other to allow the opportunity to make representations on the potential impact of disclosure.
36. Each partner will be responsible for determining in their absolute discretion and not withstanding any other provision in this agreement whether any information is exempt from disclosure in accordance with the previous FOIA or the Environmental Information Regulations.

Data Breaches

37. The Partners will follow their own internal processes on the discovery of a personal data breach and advise their own security teams.
38. In addition, they will promptly notify other Partners of any personal data breach that relates to this data sharing agreement, via the methods below:
39. In the event of a personal data breach (or where there is reasonable cause to believe that such an incident may arise), the Partners will delay data transfers until the cause or incident is resolved, as authorised by the signatories to this agreement. If the breach cannot be resolved or if - in the view of the Partners – it is very serious, data transfers will stop and will not resume until the signatories to this agreement are satisfied with the security arrangements.
40. The responsible independent data controller will consider whether the security incident constitutes a data breach significant enough to warrant notifying the Information Commissioner's Office in accordance with its guidance. Where this is the case, it will inform and seek agreement from the other parties and do so promptly within 24 hours. Consideration should also be given to whether data subjects should also be informed and by who. In any event the ICO will be notified, if it is necessary to do so, within 72 hours of becoming aware of a breach. Independent Data controllers may also have to notify affected data subjects

Dispute Resolution

41. Disputes between the Partners regarding the operation of this agreement will be resolved in the following way:

Where the dispute concerns the service or any other aspect outlined in this DSA, those identified as responsible for the service should promptly attempt to resolve the dispute – this should be dealt with at the lowest possible level and will normally be with contacts in the escalation route listed in Appendix B below.

Review

42. Scheduled formal reviews of this DSA will take place to assess the ongoing effectiveness of this data sharing initiative and this agreement bi-annually by the Prevention and Early Help Partnership with appropriate support from organisational data protection teams. As a minimum, this Agreement will be reviewed if the purpose of the processing changes, or the processing otherwise changes in a way that effects the rights of data subjects.
43. Reviews outside of this schedule can be requested by any Partner, upon giving notice to the other signatories.

Termination

44. Any Partner can withdraw from this DSA, without giving a reason, on expiry of one (1) month's written notice to the others.
45. Any Partner can terminate this DSA with immediate effect, where another Partner breaches any of its obligations to this DSA.
46. Termination notices should be addressed to the signatories to this DSA.
47. In the event of termination, data will cease to be shared by that partner under the terms of this agreement.

Appendices

Subject	Appendix
Summary of Processing	A
Contact details for key members of staff from Partner organisations	B
Summary of Initiative	C
List of data that Partners will share with the Local Authority	D

Appendix A – Summary of Processing

Description	Details
Subject matter of the processing	This process is to: <ul style="list-style-type: none"> • identify families who are in receipt of early help support across all organisations to enable a more co-ordinated and informed range of services to be provided and to consider cumulative risk • enable Partners to make requests for early help support in respect of disadvantaged families with a range of complex problems to get access to early and coordinated support to help them overcome their problems before they escalate.
Duration of the processing	This process is ongoing.
Nature and purposes of the processing	To facilitate the identification by Partners of those families who are eligible to receive early help services and to support the subsequent provision of those services. To understand the scale of work taking place to support families across all Partners
Type of Personal Data that will be processed	See Appendix D and E
Types of Special Category data	Medical/Health related information Ethnicity
High risk processing	All risks and mitigations surrounding this data share have been covered as part of the governance process.
Law enforcement	None of the processing will be used for law enforcement purposes, as defined by Section 31 of the Data Protection Act 2018.
Criminal convictions data	None of the processing involves personal data relating to criminal convictions and offences or related security measures, as specified by Article 10 of the UK GDPR.
Categories of Data Subject	Disadvantaged families, children and young people

Appendix B – Key Partner contact details for this Agreement

Partner	Contact details
DCC Head of Early Help, Inclusion and Vulnerable Children	Martyn Stenton help@durham.gov.uk
DCC Strategic Manager, One Point and Think Family Service	Karen Davison help@durham.gov.uk
DCC Caldicott Guardian	Keith Forster help@durham.gov.uk
Harrogate and District NHS Foundation Trust	amanda.smith12@nhs.net
County Durham and Darlington Foundation NHS Foundation Trust	Lesley Schuster lesley.schuster@nhs.net Emma McBeth emma.mcbeth@nhs.net Diane Whyley Diane.whyley@nhs.net
South Tyneside and Sunderland Foundation Trust	Janice Blakey janiceblakey@nhs.net
National Probation Service	Karen Blackburn karen.blackburn@justice.gov.uk
Tees, Esk and Wear Valley NHS Foundation Trust	Angela Maddison angelamaddison@nhs.net Jo Dawson jodawson@nhs.net
County Durham Community Drug and Alcohol Services (Humankind)	Phil Ransome phil.ransome@humankindcharity.org.uk
NHS North of England Commissioning Support Unit	Kathleen Berry kathleen.berry1@nhs.net

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Partner	Contact details
Durham Constabulary	Alastair Simpson alastair.simpson@durham.police.uk
Harbour	Caren Barnfather carenbarnfather@myharbour.org.uk
Housing Solutions	Laura Williams laura.williams@durham.gov.uk Lynn Hall lynn.hall@durham.gov.uk
NEPACS	Tina Young tyoung@nepacs.co.uk
NHS County Durham Clinical Commissioning Group	Chandra Anand chandra.anand@nhs.net
Durham Association of Primary Heads (DAPH)	Sandra Whitton, Headteacher, Finchale Primary School and Chair of DAPH

Appendix C – Summary of Initiative

The Prevention and Early Help Partnership work is delivered by local authorities and their partners. It demonstrates the way public services should work - with services joining up to provide effective, co-ordinated support to disadvantaged children, young people and families with a range of needs and/or complex problems to ensure they get access to early, coordinated support to help them overcome their problems before they escalate.

It builds on the existing developments around Locality Early Help Conversations (Place Based Working) which are in place across the Partnership.

Appendix D – List of data that Partners will share with the Local Authority

Service User/Young Person

Data item	Justification
Name	To identify person
Date of Birth	To identify person
Gender	To identify person
Ethnicity	To assist with Service response
NHS Number (if appropriate)	To identify person
Address	To identify person
Postcode	To identify person

Related Parties from Same Household

Data item	Justification
Name	To identify person
Date of Birth	To identify person
Gender	To identify person
Relationship to young person	To assist with Service response
Ethnicity	To identify person
School/Nursery	To assist with Service response
EHCP details (if appropriate)	To assist with Service response
Disability (Y/N)	To assist with Service response
First Language	To assist with Service response

Other Related Parties (Family, Friends) – with consent

Data item	Justification
Service Username	To identify person
Date of Birth	To identify person
Gender	To identify person
Ethnicity	To assist with Service response
Address	To identify person
Postcode	To identify person

Family Outcomes Framework (this will confirm through a tick box approach if the following factors are relevant to a family):

Good attendance, behaviour and engagement with education	To assist with Service response
Good early years development	To assist with Service response
Good mental and physical health	To assist with Service response
Better managed substance misuse	To assist with Service response
Good family relationships	To assist with Service response
Children safe from abuse and exploitation	To assist with Service response
Families diverted from crime and anti-social behaviour	To assist with Service response
Safe from domestic abuse	To assist with Service response
Appropriate and secure housing	To assist with Service response
Financial stability	To assist with Service response

Complicating Factors for the Family

A description of issues which are preventing the family from making progress e.g., health related, finance related, substance misuse related, housing related, education related.	To assist with Service provision
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