



# OLDHAM ADULTS SAFEGUARDING BOARD

## Data Sharing Agreement between Oldham Safeguarding Adults Board and Safeguarding Partners

With thanks for the support from Rochdale Borough Safeguarding Adults Board  
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## 1. Application of this Data Sharing Agreement

This is a Data Sharing Agreement (DSA) between Oldham Safeguarding Adults Board and the following Safeguarding Partners operating in Oldham:

- Oldham Safeguarding Adults Board
- Oldham Metropolitan Borough Council
- Oldham Clinical Commissioning Group
- Greater Manchester Police Oldham
- Greater Manchester Fire and Rescue Service
- Healthwatch Oldham
- North West Ambulance Service NHS Trust
- Northern Care Alliance NHS Foundation Trust
- Oldham Strategic Housing Partnership
- Pennine Care NHS Foundation Trust
- Probation Service
- Voluntary Sector Providers/Action Together

This Data Sharing Agreement also covers statutory and voluntary services directly commissioned by the lead Safeguarding Partners such as GPs, Rochdale and Oldham Turning Point, Jigsaw Housing, Age UK Oldham etc.

## 2. Commencement, Termination and Review

This agreement will be reviewed every 24 months unless an earlier review is necessary. The start date for this agreement is at the point of agreement.

## 3. Why is this Data Sharing Agreement needed?

Learning from Oldham's Safeguarding Adult Reviews highlight the need for partners to share information and knowledge of risk factors to prevent serious harm or death. This Data Sharing Agreement recognises that there will be times when organisations need to share safeguarding information outside of Section 42 and Section 44 Care Act (2014) legislation in order to:

- enable early interventions to prevent the escalation of risk
- prevent death or serious harm
- coordinate effective and efficient responses
- identify adults known to other services to understand the shared risks
- prevent abuse and harm that may increase the need for care and support
- maintain and improve good practice in safeguarding adults and families
- reveal patterns of abuse that were previously undetected and that could identify others at risk of abuse
- help people to access the right kind of support to reduce risk and promote wellbeing
- help identify people who may pose a risk to others and, where possible, work to reduce offending behaviour
- reduce organisational risk and protect reputation.

## 4. Memorandum of Understanding

The parties to this Data Sharing Agreement (DSA) are signatories to this Agreement. The Parties acknowledge that they are [Joint Data Controllers](#) (as defined in the GDPR). The Agreement sets out the principles of Information Governance that all organisations who provide, access and use information have agreed to. It

provides a framework for safeguarding the processing of data and information as defined by the Data Protection Act 2018 and General Data Protection Regulation (GDPR).

## General Principles

1. All signatories to the agreement agree to process personal information in accordance with their organisation's information governance policies and procedures, or as directed by the standards applicable to the information being processed.
2. Organisations are expected to identify and use appropriate information assurance frameworks and will commit to complying with relevant standards within that regime and sharing the evidence attainment and any associated action plans on request to the other parties to the agreement.
3. Each organisation shall have appointed a responsible / accountable officer who will ensure the protection of personal information, for example a Caldicott Guardian, Data Protection Officer or Senior Manager responsible for data protection.
4. Each organisation will take appropriate organisational and technical measures towards compliance with the Data Protection Act 2018, Caldicott Principles (where applicable), Information Security Standards, Freedom of Information Act 2000 (where applicable) and national guidance and rules around the processing of personal, confidential information and other relevant legislation.
5. Each organisation is committed to risk assessing and documenting their processing activities and identifying any actions required to mitigate identified risk.
6. Each organisation is committed to ensuring that staff are appropriately trained and comply with organisational policies in relation to Information Governance, including Data Protection, Confidentiality, Caldicott Principles (where applicable), Data Security, Records Management and Freedom of Information (where applicable).
7. Organisations will promptly notify other partner organisations of any Information Governance Breach, vulnerability or threat that could affect the security of the data being shared – within 24 hours of becoming aware of it.
8. This agreement should be considered in conjunction the statutory requirements placed on organisations for data sharing under Section 42 and Section 44 of the Care Act 2014 and organisations will agree to allow partner or lead organisations to carry out audits or visits to confirm compliance with the agreed assurance requirements.
9. Each organisation commits to ensure that data is shared in a safe and secure manner meeting the agreed purpose of the sharing and protecting the rights and freedoms of individuals.
10. Any requests for information under the Freedom of information Act 2000 or Data Protection Act 2018 should be directed to the original organisations senior responsible officer.
11. Organisations may not create or establish onward sharing for additional purposes without having a lawful basis to do so and the agreement of the original data controller.

## 5. Purpose and Justification for Sharing

### Purpose

The Parties agree to share information only for the specific purpose set out in this document and will **not regard it as general intelligence for the further use by the organisations** unless that further purpose is defined in this agreement.

This Data Sharing Agreement (DSA) is covered by statutory guidance set out in the [Care Act 2014](#) and forms part of the OSAB's Tiered Risk Assessment and Management (TRAM) arrangements.

### Data Sharing Principles

This framework is for local safeguarding partners to work together to safeguard adults through the sharing of relevant data.

It applies the principle of sharing the right information, at the right time and with the right people and must only be used to facilitate more accurate and timely decision making where there is an identified safeguarding concern.

The framework respects the right of an adult to have control over information about themselves and where possible professionals should engage with and explain to the adult the reasons why the information is being shared and a record made of what has been shared, with whom and for what purpose.

It allows for the sharing of data where it is necessary in the public interest or for the performance of an official safeguarding function by the organisation in line with Article 6 (1)(e) GDPR and as such consent from the adult is not required. Circumstances include:

- Where one or more partners have reason to believe that an adult is at risk of death or serious injury as a result of actions/inaction by the adult and/or the actions of others.
- The sharing of information is in the public interest and it outweighs the public interest served by protecting confidentiality – for example where serious harm may be prevented.
- Other people are at risk which may include children or other adults with care and support needs.
- An organisation/practitioner feels that there has not been an appropriate response to a safeguarding concern and information sharing is required as part of the escalation process.
- The risk to the adult and or others is considered to be high and meets the criteria for a multi-agency risk assessment under the TRAM Protocol's Complex and High Risk Panel (CaHRP).
- Where a serious crime has been committed.
- Where the person lacks the mental capacity to make the decision – this must be properly explored and recorded in line with the [Mental Capacity Act](#)

This framework ensures the processing of data under public interest adopts the six Care Act (2014) principles (see Section 6) and will be shared in a way that is Proportionate to the aim being pursued.

## 6. Safeguarding Principles for Data Sharing

This Data Sharing Agreement will be applied in line with the OSAB Safeguarding principles of:

- **Empowerment:** People are supported and encouraged to make their own decisions and provide informed consent.
- **Prevention:** It is better to take action before harm occurs.
- **Proportionality:** The least intrusive response is used to match the presenting risk.
- **Protection:** Support and representation for those in greatest need.
- **Partnership:** Local solutions developed through services working with their communities who have a part to play in preventing, detecting and reporting neglect and abuse.
- **Accountability:** Accountability and transparency in delivering safeguarding.

## 7. Information Security

As part of the process of sharing data organisations will also consider the potential risk to the adult of sharing information. Safeguarding partners will work together to provide advice, support, and protection to the individual in order to minimise the possibility of worsening relationships or triggering retribution from any abuser.

Organisations will commit to the safeguarding principle of proportionality ensuring that any information shared is necessary, only shared with people who need to have it, that it is accurate, and it is shared in a timely and secure way.

## 8. Restrictions on Further Use Disclosure

It is recognised that unless the law specifically requires or permits this, shared information will not be used for different purposes or further disclosed. Even where the law permits further disclosure, in line with good practice, the originating data controller will be consulted first and depending on the circumstances, it may be necessary for the data subject to be informed of the disclosure.

## 9. Parties Named in this Agreement

The Parties listed below recognise their responsibilities for ensuring this agreement complies with all legislation and other requirements relevant to the personal data being shared, including the specific governance measures set out in this DSA.

Any successor body of an organisation listed will be automatically added as a party to the agreement.

Organisation	Responsible Senior Officer
Oldham Safeguarding Adults Board	Henri Giller, Independent Chair
Oldham Metropolitan Borough Council	Mark Warren, Director of Adult Social Care (DASS)
Oldham Clinical Commissioning Group	Claire Smith, Head of Quality and Safeguarding/Executive Nurse
Greater Manchester Police Oldham	Chris Bowen, Superintendent
Greater Manchester Fire and Rescue Service	Andy Williams, Community Safety Manager
Healthwatch Oldham	TBC
North West Ambulance Service NHS Trust	Joanne Moran, Information Governance Lead & Paula Fagan, Data Protection Officer
Northern Care Alliance NHS Foundation Trust	Karen Coverley, Director of Nursing, Oldham Care Organisation
Oldham Strategic Housing Partnership	TBC
Pennine Care NHS Foundation Trust	Clare Parker, Executive Director of Nursing, Healthcare Professionals & Quality Governance and Deputy Chief Executive
Probation Service	Amy Poulson, Head of Probation Delivery Unit Oldham
Voluntary Sector Providers/Action Together	Liz Windsor-Welsh, Chief Executive, Action Together

The Responsible Senior Officers named above provide assurance that:

- The details captured in this Data Sharing Agreement accurately describe the data sharing practices and the controls in place to govern them.
- Their organisation and staff will make every effort to ensure that the controls are monitored and maintained, and data sharing will only happen as described herein.
- Should their organisation wish to deviate from the practices and controls described here, they will review the data to ensure the changes are captured.

This information is held by the OSAB for the purposes detailed in this agreement.

## 10. The Information being Shared

**The types of information being shared** under this agreement are identified as:

- Personal Data
- Special Category Data
- Criminal Offence Data

### **Categories of data subjects**

- Adults
- Carers
- Children
- Friends
- Offenders
- Other vulnerable adults
- Other Family Members
- Patients
- Employees

### **Categories of data**

- Basic personal identifiers, e.g. name, address, contact details
- Age/DOB
- Health or Medical Records including disabilities
- Victim of Domestic Abuse
- Care and support needs
- Criminal convictions, offences
- Data revealing racial or ethnic origin
- Economic and financial data, e.g. credit card numbers, bank details
- Attainment or Educational Data
- Gender reassignment data
- Genetic or biometric data
- Identifiers e.g. Account Number/ID, NI Number, Passport Number,
- Photographs
- Religious or philosophical beliefs
- Sex life data
- Sexual orientation data

## 11. Information Security and Confidentiality

The OSAB functions under the framework of Oldham Council with specific reference to the administration and management of data and systems upon which it relies. Information relating to safeguarding cases and reviews is held centrally on the Council system which is secured and has limited access.

The Council holds information from all partners and organisations who have provided information under the direction of the OSAB. This DSA recognises that information sharing decisions for the cases, including those discussed by the CaHRP should be recorded by the disclosing agency/.

Where an agency/organisation has decided not to share information that has been requested, that agency/organisation will provide a record of the reasons for the decision not to share the information, including the consideration of the safeguarding duty towards the affected individual/s.

## 12. Data Protection Legislation:

### Lawful Basis for Processing Information

#### Statutory Duty/Power to Share

The legislation and/or regulations providing a mandatory duty or discretionary express or implied power for each of the partners to the agreement to share personal data for the purpose in this agreement include, but are not limited to:

- Data Protection Act 2018
- Care Act 2014
- Mental Capacity Act 2005

and any subsequent updates or amendments to legislation or guidance.

#### GDPR Legitimising Conditions

The **Article 6** conditions relied on for this agreement are:

**(c) Legal obligation:** the processing is necessary for you to comply with the law (not including contractual obligations).

**(d) Vital interests:** the processing is necessary to protect someone's life.

**(e) Public task:** the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

The **Article 9** conditions relied on for this agreement are:

(b) necessary for the purposes of carrying out the **obligations and rights** of the controller or data subject in the field of employment, social security and social protection law

(c) necessary to protect the **vital interests** of the data subject or of another person where the data subject is physically or legally incapable of giving consent

(g) necessary for reasons of **substantial public interest** which is proportionate to the aim pursued

(h) 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**.

When processing data in an official capacity consideration is also given to **Article 10** - Processing of personal data relating to criminal convictions and offences.

#### Data Protection Act 2018

Schedules 1 – part (a) necessary for the purposes of protecting an individual aged 18 or over who is at risk from neglect or physical, mental or emotional harm and where the processing is carried out without the consent of the adult for reasons of substantial public interest.

#### Informing Individuals

The privacy notice / amendments relevant to this data sharing arrangement are:

Data should only be handled in a way that the data subject would reasonably expect and not used in a way that would have an adverse effect on them. A Privacy Notice has been published on the OSAB website.

#### Adequacy, Relevance, Necessity

The following checks have been made regarding the adequacy, relevance and necessity for the collection or sharing of data:

- The GDPR protects the fundamental rights and freedoms of natural persons and in particular their right to the protection of personal data. The processing must represent a reasonable and proportionate way of achieving the purpose.

- Information will be processed (predominantly) on a case by case basis with a decision taken by the providing organisation relating to the information to be shared.
- Organisations should share as much information as is required to address the safeguarding issue.

### Provisions for the Accuracy of the Data

The following provisions have been made to ensure information will be kept up to date and checked for accuracy and completeness by all organisations. The data has already been collected by the safeguarding partners or other relevant agencies as part of their functions. This will include historic data. On a case by case basis, where required, additional due diligence documentation will be requested by the OSAB where there is a need to obtain further assurance or clarification on the accuracy of the data. Adequate initial information will be provided to the providing organisation to ensure that an accurate 'match' can be made.

### Retention and Disposal Requirements

The following arrangements have been made to manage retention and disposal of data by all organisations. Information is only retained while there is a need to keep it, and destroyed in line with retention schedules, guidelines and Data Protection Legislation and in line with Adult Social Care requirements.

### Individual Rights

Subject Access and other Data Protection requests will be dealt with in line with information in this agreement using procedures and ICO guidance.

Any upheld complaints relating to information shared will be notified to any recipients of the data e.g. a request for rectification or erasure of data.

Further information on Oldham Council's Individual rights guidance can be found here: [Your data - A guide to exercising your rights | Oldham Council](#)

### Technical and Organisational Measures

Organisations signing up to this agreement commit to the following technical security controls being in place to support the processing of this data:

- Technical security controls and PSN accreditation where appropriate
- Secure transmission of data e.g. secure email
- Signed confidentiality agreements for meeting attendees – under need to know principles
- Case specific agreements for relevant agencies
- Access controls in place to protect information provided on secure network drives
- System log-ins
- Training and guidance for staff processing information
- Retention and destruction procedures
- Individual rights procedures
- Security breach procedures.

### Dispute Resolution

Each agency/organisation undertakes to pursue a positive approach towards resolving any dispute which maintains a strong working relationships. Each agency/organisation will use all reasonable endeavours to identify a mutually acceptable solution.

In the event of a dispute in relation to the agreement, the OSAB Chair will investigate and determine any steps that need to be taken to resolve the dispute or concern.

## Appendix 1 Partners to the Agreement and Signatories

This ISA shall be effective from the start date of the sharing and shall continue until such time as the sharing ends and is terminated by either party or is replaced by a new one.

OSAB Partner Agency	Lead Signatory Name and Position	Date
<b>Oldham Safeguarding Adults Board</b>	Henri Giller, Independent Chair	4 May 2022
<b>Oldham Metropolitan Borough Council</b>	Mark Warren, Director of Adult Social Care (DASS)	4 May 2022
<b>NHS Oldham Clinical Commissioning Group</b>	Claire Smith, Head of Quality and Safeguarding/Executive Nurse	4 May 2022
<b>Greater Manchester Police Oldham</b>		
<b>Greater Manchester Fire and Rescue Service</b>	Andy Williams, Community Safety Manager	4 May 2022
<b>Healthwatch Oldham</b>	TBC	TBC
<b>North West Ambulance Service NHS Trust</b>	Joanne Moran, Information Governance Lead	10 May 2022
<b>Northern Care Alliance NHS Foundation Trust</b>	Karen Coverley, Director of Nursing, Oldham Care Organisation	4 May 2022
<b>Oldham Strategic Housing Partnership</b>	TBC	
<b>Pennine Care NHS Foundation Trust</b>	Clare Parker, Executive Director of Nursing, Healthcare Professionals & Quality Governance and Deputy Chief Executive	TBC
<b>Probation Service</b>	Amy Poulson, Head of Probation Delivery Unit Oldham	4 May 2022
<b>Voluntary Sector Providers/Action Together</b>	Liz Windsor-Welsh, Chief Executive, Action Together	TBC