



Cheshire West  
and Chester

**Cheshire West and Chester School Pupil Lists  
Information Sharing Agreement**

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| <b>Document Control Details</b> |  |
|---------------------------------|--|
| Document ID                     |  |
| Agreement Title                 | Pupil Immunisation and Health Programme  |
| Agreement Purpose Summary       | <p>To allow The Council to facilitate the sharing of school pupil lists between</p> <ul style="list-style-type: none"> <li>• Cheshire West and Chester Schools to</li> <li>• Cheshire and Wirral Partnership (CWP)</li> </ul> <p>The purpose of the information sharing is to execute Public Health Functions that are essential to review, development or prevention of known medical issues.</p> |
| Directorate                     | People Commissioning   |
| Service / Team                  | Commissioning and Contracts  |
| Tier 4 Manager                  | Kate Philips   |
| Version                         | 1  |
| Status                          |  |
| Owner                           | Patrick Dooley   |
| Protective Marking              |  |
| Publication date                |  |
| Approved by                     |  |
| Next review date                |  |

| <b>Version History</b> |      |        |        |
|------------------------|------|--------|--------|
| Version                | Date | Detail | Author |
|                        |      |        |        |
|                        |      |        |        |
|                        |      |        |        |
|                        |      |        |        |

| <b>Approvals</b>                           |          |
|--|----------|
| Approver                                   | Date     |
| Kate Phillips (Cheshire West and Chester)  | 25/06/19 |
| Dr Fouzi (Cheshire and Wirral Partnership) | 25/06/19 |

## 1. Introduction

1.1 Cheshire West & Chester Council are committed to partnership working and are constantly looking for ways to work with our partners to bring better service and efficiency to the users of Council functions.

1.2 This agreement outlines the need for Cheshire West & Chester Council (“the Council”) to work closely with Cheshire West and Chester Schools and Cheshire and Wirral Partnership (CWP), and provides the legal basis and physical guidelines of the information that will be shared to achieve this.

1.3 This agreement also gives clear guidance to the information sharing practitioners of both agencies, whilst also setting boundaries and limits on all aspects of information sharing.

## 2. Purpose

2.1 The purpose of this agreement is to facilitate the sharing of information to fulfil the following purposes: -

Class school lists will be sent directly from each participating schools to CWP. Each cohort will be sent to CWP, as per the below table, in its entirety, for a specific reasons to execute a specific function, by the information required data for each work area.

| Purpose                              | Function  | Cohort               | Information Required By:                     |
|--------------------------------------|---|----------------------|--|
| National Child Measurement Programme | To benchmark the prevalence of underweight, healthy weight and obese children   | Reception and Year 6 | February 28 <sup>th</sup> of each year.      |
| School Entry Assessments             | Enables professionals to plan effective to meet individuals needs in school   | Reception            | December 31 <sup>st</sup> of each year.      |
| Flu Vaccinations                     | To safeguard residents Cheshire West and Chester of flu strains and to comply with the NHS England vaccination schedule for Influenza | Reception to Year 6  | 2 <sup>nd</sup> Week of September each year. |

|                       |  |                      |                   |
|-----------------------|--|----------------------|-------------------|
| Vaccination Programme | 1) Protect against cancers caused by Human Papillomavirus (HPV) by giving HPV vaccination to boys and girls via two injections given 6-12 months apart | Year 8 & 9           | By November 30th. |
|                       | 2) A teenage booster given to protect against Tetanus, Diphtheria and polio  |                      |                   |
|                       | 3) MenACWY vaccination to protect against Meningitis strains A, C, W and Y   | Year 9<br><br>Year 9 |                   |

2.2 Sharing of class school lists directly from schools to CWP will allow the council ensure that Public Health Functions that are essential to review, development or prevention of known medical issues are completed by its health partner.

2.3 The Agreement will be facilitated by The Council. The agreement will be between each individual school and CWP.

### 3. Partners

This agreement is between the following partners: -

| Partner Name                                 | Address   | ICO Registration Number |
|--|---|-------------------------|
| Cheshire West & Chester Council              | 58 Nicholas Street, Chester, Cheshire, CH1 2NP  | Z1542890                |
| Cheshire and Wirral Partnership              | Cheshire & Wirral Partnership NHS Foundation Trust, Redesmere, Countess of Chester Health Park, Liverpool Road, Chester CH2 1BQ | Z5225526                |
| All Schools within Cheshire West and Chester |   |                         |

Each Partner to this Agreement must be a registered Data Controller with the Information Commissioner's Office. Please enter the Registration Number for each Partner above.

### 4. Legal Basis and Individual Rights

The first principle requires that you process all personal data lawfully, fairly and in a transparent manner. The processing and sharing of data is only lawful if you have a lawful basis under Article 6, 9 and 10 where appropriate.

For the purpose of information sharing, this agreement fulfils the following requirements:

#### 4.1 Legal basis for processing

Tick all relevant conditions which provide a legal basis for the processing of personal and special category data.

| Personal Data |                      |                                     |
|---------------|----------------------|-------------------------------------|
| 6(1)(a)       | Consent              | <input type="checkbox"/>            |
| 6(1)(b)       | Contracts            | <input type="checkbox"/>            |
| 6(1)(c)       | Legal obligation     | <input type="checkbox"/>            |
| 6(1)(d)       | Vital interests      | <input type="checkbox"/>            |
| 6(1)(e)       | Public Task          | <input checked="" type="checkbox"/> |
| 6(1)(f)       | Legitimate Interests | <input type="checkbox"/>            |

| Special Categories |   |                                     |
|--------------------|---|-------------------------------------|
| 9(2)(a)            | Explicit Consent  | <input type="checkbox"/>            |
| 9(2)(b)            | Employment, Social Security, Social Protection law                    | <input type="checkbox"/>            |
| 9(2)(c)            | Vital interests   | <input type="checkbox"/>            |
| 9(2)(d)            | Not-for-profit body   | <input type="checkbox"/>            |
| 9(2)(e)            | Made public   | <input type="checkbox"/>            |
| 9(2)(f)            | Legal Claims / Judicial   | <input type="checkbox"/>            |
| 9(2)(g)            | Substantial Public Interest   | <input type="checkbox"/>            |
| 9(2)(h)            | Medicine, Employee capacity, Medical Diagnosis, Health or Social Care | <input type="checkbox"/>            |
| 9(2)(i)            | Public Health   | <input checked="" type="checkbox"/> |
| 9(2)(j)            | Archiving   | <input type="checkbox"/>            |

| Criminal Data |   |                          |
|---------------|---|--------------------------|
| Sch1 Pt3 - 29 | Explicit Consent                              | <input type="checkbox"/> |
| Sch1 Pt3 - 30 | Vital interests                               | <input type="checkbox"/> |
| Sch1 Pt3 - 31 | Not-for-profit body                           | <input type="checkbox"/> |
| Sch1 Pt3 - 32 | Made Public                                   | <input type="checkbox"/> |
| Sch1 Pt3 - 33 | Legal Claims                                  | <input type="checkbox"/> |
| Sch1 Pt3 - 34 | Judicial Acts                                 | <input type="checkbox"/> |
| Sch1 Pt3 - 35 | Indecency Offences Involving Children         | <input type="checkbox"/> |
| Sch1 Pt3 - 36 | Substantial Public Interest, safeguarding etc | <input type="checkbox"/> |
| Sch1 Pt3 - 37 | Insurance                                     | <input type="checkbox"/> |

#### Legal Gateway

List any applicable legislation in relation to **public task, legal obligation** or **substantial public interest** above

- [The Education Pupil Registration \(England\) Regulations 2006](#)
- [Education \(Information About Individual Pupils\) \(England\) Regulations 2013](#)
- [Education Act 2002](#)
- [Education Act 2011](#)
- [Government Guidance on Schools and Education](#)
- [Public Health England – National Child Measurement Programme](#)
- [NHS England – Vaccination Programme](#)
- [LGPI – Health Act 2007 \(Section 221\) 2 A & B](#)

Cheshire West and Chester Council – Starting Well Contract

The Council has commissioned the starting well service to Cheshire and Wirral partnership. Part of the universal offer was to ensure that school entry assessments are taken to enable professionals to plan effectively to meet individual's needs.



PHEGDPRPrimarySchoolHealthDataCollection PHEGDPRSecondarySchoolHealthDataCollection

#### Consent

Please detail how consent is being recorded and evidenced

Not Applicable.

For the purpose of information sharing, this agreement fulfils the following requirements:

#### 4.2 Individual rights

##### Privacy Notices

All partners will be responsible for publishing a privacy notice. A privacy policy template is available for schools in Appendix 1

##### Data Protection Rights

Each Partner will be responsible for responding to Data Protection Rights Requests using their existing processes.

## 5. Process

This agreement has been formulated to facilitate the exchange of information between the signatories. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of the agreement. The balance, between an individual's Human Rights and the need to disclose information, must be assessed to ensure the information shared between agencies is proportionate to the purpose. Anyone in doubt should consult their Information Sharing Lead before proceeding.

## 6. Information to be Shared

6.1 Cheshire West & Chester Council will share: -

**None**

6.2 Schools will share (Surname, Forename, Date of Birth, Year Group, Ethnicity and Gender for each area of works cohort) with Cheshire and Wirral Partnership under the contract they have in place with Cheshire West and Chester Council

The data to be shared will include

- First name
- Surname
- Date of Birth
- Address Including (Postcode)
- Year Group
- Ethnicity
- Gender

## 7. Specific Procedures

7.1 Outline in a step by step list how the information will be transferred between agencies. This should include: -

- All information is to encrypted and sent via secure email.
- Each school should designate a SPOC.
- All information should be sent to [cwp.information@nhs.net](mailto:cwp.information@nhs.net) marked for the attention of Caroline Thompson.
- Names of members of staff/teams responsible for the transfer of data.  
Caroline Thompson (Cheshire and Wirral Partnership)  
Rebecca Tuner (Cheshire and Wirral Partnership)

7.2 Each agency must keep an accurate audit trail of all information shared under the terms of this agreement. This must contain, as a minimum: -

- When the information was sent.
- Who the information was sent to, including both individual and agency name.

- What information was sent to the partner agency.
- How the information was transferred to the partner agency.
- When the information was acknowledged as received.

7.3 Information must always be sent securely between partners, using secure email addresses. Information must not be transferred by fax, insecure email or any other method other than those stipulated in Section 7.1.

#### Ad-Hoc Requests

7.4 When an ad-hoc request for information not listed in Section 6 of this agreement is received, it must be assessed for relevance by the point of contact for this agreement and passed to the Information Solutions Team for sign off before a disclosure is made.

7.5 Information being prepared for release in response to an ad-hoc request must be assessed for accuracy, adequacy, relevance and timeliness before disclosure. It must also be recorded on the audit trail mentioned in 7.2.

7.6 Should it become apparent through ad-hoc requests that another dataset needs to be added to the agreement, this should be raised with the Information Solutions Team in order to appropriately add this to the agreement.

#### Data Protection Impact Assessments (DPIAs)

7.7 You must complete a DPIA when prior to sharing personal data in order to assess and mitigate all privacy risks. The DPIA reference number for this agreement is [DPIA-0096](#).

## **8. Constraints on the use of information**

8.1 The information shared under the terms of this agreement must not be disclosed to any third party without the full, written consent of the partner agency that provided it. This also applies to Right of Access under the General Data Protection Regulation.

8.2 Any Council information provided is accurate at the time of provision and should only be used for the purpose for which it was requested. It should not be used for any subsequent investigation or purpose, which must be subject to a new request.

8.3 All information shared must be proportionate and necessary for the purpose for which it was requested.

8.4 Staff should only be given access to personal data where there is a legal right, in order for them to perform their duties in connection with the services they are there to deliver. Information shared under the terms of this agreement should be accessed on a “need to know” basis only.

8.5 Identify which Party will be the Data Controller for data shared. Are we working on a Controller to Controller basis or are some Parties Data Processors?

8.6 Add any necessary restrictions based on the nature of the information shared



## 9. Roles and Responsibilities

9.1 Each partner must appoint a Single Point of Contact (SPoC) who will work together to jointly solve problems identified through the working practices highlighted in this agreement.

|              |                      |  |                      |
|--------------|----------------------|--|----------------------|
| Council SPoC | Name: Patrick Dooley | Partner,<br>Cheshire and<br>Wirral<br>Partnership,<br>SPoC | Name: Rebecca Turner |
|--------------|----------------------|--|----------------------|

9.2 Each SPoC has the responsibility for keeping the audit trail record of disclosures (see Section 7.2). There is the expectation that the SPoC is available to answer questions about information sharing and Data Protection from within their organisation.

9.3 Requests should be made through the individual SPoC for each organisation, on occasions where the SPoC is absent, a deputy should be nominated and record all information shared in this period. By nominating a SPoC, the partner agencies to this agreement are agreeing to ensure that information requests are channelled through a single contact, ensuring a safe and auditable flow of information.

9.4 It is the responsibility of everyone sharing information and accessing and using the information that has been shared to take appropriate decisions, then hold the information securely, in accordance with the standards set out in this agreement. Any person who is not sure of the requirements on them should read this Agreement and if necessary, contact their SPOC.

9.5 Every individual working for the organisations listed in this agreement is personally responsible for the safekeeping of any information they obtain, handle, use and disclose.

9.6 Every individual should know how to obtain, use and share information they legitimately need to do their job. Every individual should uphold the general principles of confidentiality, follow the guide-lines set out in this agreement and seek advice when necessary.

9.7 Should any of the Partners receive questions, complaints or queries about the processes, legalities or purposes of this data sharing they **must** be referred to the SPoC for their organisation as a matter of urgency. The SPoC will be responsible for the response to the complainant. SPoCs are encouraged to seek legal or legislative advice from their own internal contact should it be required.

9.8 All Partners to this Agreement have a responsibility to train their staff to understand their obligations under the Data Protection Act and to process all information shared in line with the Eight Principles.

## 10. Review, Retention and Disposal of Information

10.1 Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement and will be securely disposed of when it has served the purpose for which it was requested.

10.2 Enter in the correct retention period for the information, documents or datasets that you will be sharing.

- Paper Records: Destroy any paper copies as soon as possible once they are not needed for operation purposes.
- Electronic Records: Until the 25<sup>th</sup> Birthday

How and where will this information be stored by each agency? Detail any physical or electronic storage requirements necessary.

Cheshire and Wirral Partnership will store electronic versions of the data in one folder. Only accessible by persons whom need the list for work purposes.

10.3 When a document or dataset is no longer required, the following methods of disposal will be followed:

CWP will act in accordance of the health records management policy.



Records Management  
Code of Practise for H

10.4 Cheshire West & Chester Council reserves the right to audit Cheshire and Wirral Partnership use of the information shared under the terms of this agreement, throughout its duration.

10.5 In line with Principle (f) of the Data Protection Act, each Partner Agency has a responsibility to ensure and maintain appropriate technical, physical, operational and organisational measures are in place in order to secure the personal data shared under the terms of this Agreement. These measures must provide an appropriate level of security in comparison to the risk posed to, and the sensitivity of the information shared. Each Partner has the right to request access to another Partner's Information Security Policy (or other similar document) should this be deemed necessary.

10.6 All information provided under the terms of this Agreement must be accurate and up to date in respect of the Principle (d) of the Act. Each Partner, as a Data Controller has a responsibility to ensure the accuracy of the data it is providing.

10.7 Where compatibility of data being shared is a problem, steps must be taken by SPoCs to ensure common data fields and technical solutions for sharing. Whilst the type of data must not deviate from the list in Section 6 of this Agreement, steps can be taken to standardise data formats such as data of birth or addresses in line with Local Government standards.

## **11. Review of the Agreement**

11.1 This agreement will be reviewed initially 6 months after being signed. This is to identify any problems in the day to day sharing of information. The agreement will be reviewed annually from that point.

11.2 Should partners need adding to agreement, or request to be removed from the agreement, this document should be reviewed in order to take these changes into account.

11.3 If a SPoC or signatory to this agreement leaves their role, a replacement must be named as soon as possible and the agreement amended to reflect said changes.

11.4 If a Partner wishes to terminate or leave the arrangements created in this Information Sharing Agreement, they must submit this request in writing to all signatory Partners. The arrangement must then be terminated within 30 days of receipt of the written request. All information shared under the terms of this Agreement is still subject to handling in line with the principles of the Data Protection Legislation, with written consent from the data controller required before a Partner can share it with a third party, as per Section 8.1.

## 12. Indemnity

12.1 All individual agencies as receivers of information covered under this agreement will accept total liability for a breach of this Information Sharing Agreement should legal proceedings or monetary penalties be served in relation to the breach.

12.2 Where a data loss incident occurs, involving information shared under the terms of this Agreement, the organisation that loses the data must **immediately** inform the Partner Agency to whom the information belongs. The organisation that owns the data that is lost, must then lead the investigation into the breach, using their own Data Breach Procedure with the full co-operation of the Partner Agency that lost the data.

12.3 Should the data breach be of significant risk and the Information Commissioner's Office need to be informed, all Parties must work together to produce a risk assessment in order to grade the severity of the breach. It will then become the responsibility of the Partner that owns the data that was shared to inform the ICO based on these findings.

## 13. Signature

By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.

Signed on behalf of Cheshire West & Chester Council:



Title: \_\_\_\_\_

Rank/ Position: Kate Philips, Senior Manager – Contracts & Quality Assurance

Date: 25 June 2019

Signed on behalf of **Cheshire and Wirral Partnership:**

Title: Dr Faouzi Alam

Rank/ Position: Medical Director and Caldicott Guardian

Date: 25<sup>th</sup> June 2019

Signed on behalf of Hinderton School

Title: Mr Liam Dowling

Rank/ Position: Headteacher of Hinderton School

Date: 12<sup>th</sup> July 2019

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# Appendix 1

## PRIVACY NOTICE FOR PUPILS, PARENTS AND GUARDIANS

For Class School Lists to be sent from **[Enter Name of School]** to Cheshire and Wirral Partnership:

### Who Will Own My Data Once I Submit It?

Cheshire West and Chester Council will be the joint data / data controllers with **[Enter Name of School]**

### Why Do You Need My Information?

We use the pupil data:

- To support the national child measurement programme to benchmark the prevalence of underweight, healthy weight and obese children
- To meet individual needs for the school entry assessments
- To support the flu vaccination programme
- To support the national vaccination Programme to protect against cervical cancer, tetanus, diphtheria and polio
- To undertake a mid-teen health review

The categories of pupil information that we collect, hold and share include:

- Personal information (such as name, unique pupil number and address)
- Characteristics (such as ethnicity, language, nationality, country of )
- Relevant medical information

### What Allows You To Use My Information?

We collect and process pupil information as part of our public functions and provision of public health under the General Data Protection Regulation 2018

The legislation and guidance that allows us to do this in the UK includes, but is not limited to:

- [The Education Pupil Registration \(England\) Regulations 2006](#)
- [Education \(Information About Individual Pupils\) \(England\) Regulations 2013](#)
- [Education Act 2002](#)
- [Education Act 2011](#)
- [Government Guidance on Schools and Education](#)
- [Public Health England – National Child Measurement Programme](#)
- [NHS England – Vaccination Programme](#)
- [LGPI – Health Act 2007 \(Section 221\) 2 A & B](#)

### Who Will My Information Be Shared With?

We routinely share pupil information with:

- Cheshire West and Wirral Partnership
- Cheshire West and Chester Council
- the Department for Education (DfE)

### **Do I Have To Provide This Information And What Will Happen If I Don't?**

The majority of pupil information you provide to us is mandatory as part of our public functions under the data protection legislation

### **How Long Will You Keep This Data For And Why?**

This data will be kept until the 25th Birthday of each data subject.

### **How Will My Information Be Stored?**

Cheshire and Wirral Partnership will store your information securely. Your information will only be used for the intended purpose and the function described. Cheshire and Wirral Partnership will store your information within electronic folders that have access levels. Only professionals that are directly involved within the work area will have access to your information.

### **What Rights Do I Have When It Comes To My Data?**

Under the General Data Protection Regulation you have the right to request access to the information that we hold about you.

To make a request for your personal information, or be given access to your child's educational record, contact [Include details of your process to request access to information, also include details of your administrator/Data Protection Officer]

You also have the right to:

- object to processing of personal data that is likely to cause, or is causing, damage or distress
- prevent processing for the purpose of direct marketing
- object to decisions being taken by automated means
- in certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed.

### **Who Can I Complain To If I Am Unhappy About How My Data Is Used?**

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance.

- Email: [add school dpo email]
- By post: Data Protection Officer [Insert School Address]

You also have the right to complain to the Information Commissioner's Office using the following details:

- [Information Commissioner's Office \(ICO\) website](#)

- By post: The Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
- Telephone: 08456 30 60 60 or 01625 54 57 45's

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