

Memorandum of Understanding

between

The Care Inspectorate (CI)

and

The Scottish Social Services Council (SSSC)

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# 1. Approval and Revision History

This document was prepared by:

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It was approved by:

Name	Organisation	Role	Signature	Date of Approval
Karen Reid	CI	Chief Executive	[Redacted Signature]	04/09/17-
Anna Fowlie	SSSC	Chief Executive	[Redacted Signature]	28.08.17

Its revision history:

Date	Description of revision	Document updated and circulated by	Updated Document approved by	Date of Approval

# 2. Introduction

This Memorandum of Understanding (MoU) sets out how the Care Inspectorate (CI) and the Scottish Social Services Council (SSSC) will share information relating to their respective responsibilities for regulating social care services and the social service workforce. It also covers the CI's duty to scrutinise and improve social care and social work services. This MoU is complementary to the Partnership Agreement adopted by both bodies in 2012 that sets out their respective and aligned responsibilities and how they will work together in meeting them.

The CI and the SSSC share information in order to:

- fulfil their delegated functions in terms of the Regulation of Care (Scotland) Act 2001 and the Public Services Reform (Scotland) Act 2010 and in relation to their roles as providers of Official Statistics in

terms of the Statistics and Registration Services Act 2007 and the Public Services Reform (Scotland) Act 2010.

This exchange will be governed by a separate arrangement between the CI and SSSC.

### **3. Scope of the MoU**

This MoU does not affect existing statutory functions or amend any other policies or agreements relating to the activities of the CI and the SSSC. It does not imply any transfer of responsibility from one to the other, nor any sharing of statutory responsibilities. It does not restrict the exercise of each body's respective statutory responsibilities.

This MoU is not enforceable by law. However, the CI and the SSSC agree to adhere to its principles and to show proper regard for each other's activities.

### **4. Responsibilities of each body**

The CI is the independent scrutiny and improvement body for social work and social care services. The SSSC is the regulator for social workers, social services workers and social work students in Scotland. The detailed responsibilities and functions of each body are set out in the Appendix 1.

### **5. Information Exchange**

#### **5.1 General**

The CI and SSSC will share information as set out in the Operational Guidance for Data Sharing (Appendix 2).

The CI and SSSC will review this MoU every 3 years or earlier if required and will annually review the Operational Guidance each January. Both organisations will meet as required throughout the year to discuss or review issues as they arise.

Responsibility for maintenance of this MoU rests with the approvers noted in Section 1. Responsibility for conducting the annual review and agreeing proposed changes for approval any changes rests with the Executive Director of Scrutiny & Assurance with the CI and the Director of Fitness to Practise with the SSSC as above.

#### **5.2 Purpose**

The purpose of exchanging information is to support each body in the exercise of its statutory duties.

### **5.3 Data Protection, Freedom of Information and Human Rights considerations.**

- a. This MoU shall be construed and applied in accordance with the Data Protection Act 1998 (DPA), the Human Rights Act 1998 and the Freedom of Information (Scotland) Act 2002 (FOISA).
- b. Where either body receives information from the other under this MoU and holds or uses that data for its own purpose, the body receiving the data becomes the "data controller" for the purposes of the DPA.
- c. Where either body receives information from the other under this MoU that relates to an identifiable individual, in order that the receiving body can then process that information on behalf of the disclosing body, the receiving body will become the "data processor" for the purposes of the DPA and will:
  - i. only use the data for the purposes set out in this agreement subject to any requirement that the data processor has to provide the information to third parties
  - ii. ensure that all proper organisational measures are in place to protect the data from unauthorised or unlawful use, or accidental loss, destruction or damage
  - iii. ensure that all employees who may have access to the data are aware of their duties under the DPA and this MoU.
- d. In all cases, the minimum personal information necessary for fulfilment of the purposes set out in this MoU should be exchanged and care should be taken to redact the information of third parties whose identity is not relevant.
- e. If either body considers the information to be particularly sensitive for any reason the information exchange should be authorised by the person with strategic responsibility for information exchange set out in 5.7 below.
- f. The CI and SSSC are subject to the terms of the FOISA and may be obliged to disclose information provided in terms of this MoU. They agree to consult each other in the event that disclosure of information in terms of a FOISA request would be likely to affect the other's interests.
- g. Parties can agree to share information not set out within this MoU or for purposes outwith the scope of the MoU. Where this type of sharing occurs both parties must record what was shared and the purpose(s) of sharing that information.

#### **5.4 Information that will not be shared**

Neither the CI nor the SSSC will disclose the content of Disclosure Scotland or Protection of Vulnerable Groups checks to the other body without the express consent of the person to whom the checks relate.

#### **5.5 Data quality**

Information provided by the SSSC and the CI is collected from a wide range of sources. Information is subject to checks and every effort will be made to ensure the accuracy of the information. Where there is any doubt as to the accuracy of the information being provided, this will be made clear.

Where the recipient body becomes aware that information provided is not accurate they shall inform the providing body. The providing body shall either note the inaccuracy or where the error relates to statistical matters take all reasonable steps to correct the inaccuracy and inform the other body that this has been done. The providing body will take steps to ensure that the data is corrected with 14 days of notification and if this is not possible will keep the recipient body informed as to progress.

#### **5.6 Security arrangements and retention**

Unless otherwise agreed between the CI and SSSC, once exchanged information will be handled in terms of the receiving body's relevant data protection, data security and retention policies and procedures.

### **6. Practitioner Inspectors**

The CI has introduced a trial of a new job role of Practitioner Inspector. In relation to this role it is agreed that:

- a. Individuals fulfilling this role are Authorised Persons as defined in section 56 of the Public Services Reform (Scotland) Act 2010.
- b. As Authorised Persons, they require to apply for registration as a SCSWIS Authorised Officer with the SSSC as soon as reasonably practicable after taking up their post.
- c. The SSSC will amend the eligibility criteria for admission to the register part for SCSWIS Authorised Officers to accept a relevant practice qualification in a health or social care discipline at SVQ 3 at SCQF level 7 or above.

- d. A Practitioner Inspector who is fit to practise will be registered for 2 years with a condition that they will complete two units from the Professional Development Award (PDA) in Scrutiny and Improvement Practice (Social Services) at SCQF level 10 or such other level as may be agreed by the CI Executive Director of Strategy and improvement and the SSSC Head of Learning and Development. Successful achievement of learning to be evidenced through completion of assessment carried out by CI assessors. The two units from the PDA award are:
- i. Frameworks for Scrutiny Practice
  - ii. The Craft of Scrutiny
- e. The trial will last for 18 months from August 2017 and will be reviewed, the review commencing not later than 12 months after the commencement with content to be agreed by both organisations including:
- f. When endorsing an application for registration on the part of the SSSC register for SCSWIS Authorised Officers the CI will confirm whether the individual's job role is that of an Inspector or a Practitioner Inspector.

## 7. Disagreements

The CI and SSSC aim to resolve queries from each other within 10 working days.

Where a disagreement cannot be resolved, the person with strategic responsibility for information exchange from each body are jointly responsible for securing a solution acceptable to both organisations and where necessary referring matters to the Chief Executives of both organisations for resolution.

## 8. Signatures

**Karen Reid**

Chief Executive of the Care Inspectorate


Signed



Date....04/09/17

**Anna Fowlie**

Chief Executive of the Scottish Social Services Council



Signed

Date 28 August 2017

