



**Data Sharing Agreement**

**between**

**The Scottish Social Services Council**

**and**

**The Care Inspectorate**

## **BACKGROUND**

- A. This Data Sharing Agreement sets out the framework and legal basis for the provision of Workforce Data and Fitness to Practise Data (which may include Personal Data) by the Care Inspectorate to the SSSC.
- B. For the purposes of this Agreement, the Care Inspectorate will be a Data Controller and the SSSC will be a Data Controller in respect of the data provided to SSSC under this Agreement. For the avoidance of doubt the Care Inspectorate and the SSSC are not and will not become Joint Controllers.
- C. The Care Inspectorate and the SSSC will both be responsible for compliance with the Data Protection Laws in relation to the Shared Information and this Agreement exists to provide a framework for that compliance.

## **THE CARE INSPECTORATE AND THE SSSC AGREE AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following words and phrases shall have the following meanings, unless expressly stated to the contrary:

<b>DEFINITION</b>	<b>INTERPRETATION</b>
"Agreement"	means this agreement and any variations made in accordance with Clause 4 hereof
"Annual Returns"	means the process whereby the Care Inspectorate collects certain data (including Personal Data) from registered Care Services in Scotland on an annual basis to help the Care Inspectorate plan, inform and carry out inspections. The data collected relates to data about registered Care Services in Scotland and about individuals who work in registered Care Services in Scotland
"Care Service"	has the meaning given in the Public Services Reform (Scotland) Act 2010 and "Care Services" shall be construed accordingly
"Data"	means any fact, statistic, code or item of information

"Data Protection Laws"	means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR.
"Data Processor"	has the meaning given in the Data Protection Laws
"Data Controller"	has the meaning given in the Data Protection Laws
"Data Subject"	has the meaning given in the Data Protection Laws
Final data collection	means the last date that the Care Inspectorate collect data for the purposes of complying with the terms of this Agreement.
"Joint Controllers"	has the meaning given in Article 26 UK GDPR
"p"	has the meaning given in the Data Protection Laws and includes Personal Data provided to or otherwise made available to the SSSC by or on behalf of the Care Inspectorate under this Agreement
"Processing"	has the meaning given in the Data Protection Laws (and "Process", and "Processes" shall be construed accordingly)
"Shared Data"	Means any data (which may include Personal Data) which is provided to or otherwise made available to the SSSC by or on behalf of the Care Inspectorate under this Agreement  In particular, Shared Data will include:  a. certain data provided by Care Services, detailed within the datasets described in Annex 1 to this Agreement

	<p>b. information regarding discrepancies in certain responses received from registered Care Services, relating to staffing and fitness to practise issues, as more particularly described in Part 2 of Annex 2 to this Agreement</p> <p>which data is sourced from information collected by the Care Inspectorate on an annual basis from registered Care Services in Scotland (known as the 'Annual Returns' process)</p>
"Supervisory Authority"	has the meaning given in the Data Protection Laws
"Technical and Organisational Measures"	means measures to ensure appropriate security of data and Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage
"Third Party"	has the meaning given in the Data Protection Laws
"the 2001 Act"	means the Regulation of Care (Scotland) Act 2001
"the 2007 Act"	means the Statistics and Registration Service Act 2007
"the 2010 Act"	means the Equality Act 2010
"UK GDPR"	means the United Kingdom General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.

## 2. INTRODUCTION AND AIMS

- 2.1 The Care Inspectorate collects certain Data (including Personal Data) from registered Care Services in Scotland on an annual basis. The process for this is known as and referred to as 'Annual Returns' of Care Services. The Data is about registered Care Services in Scotland. The Personal Data is about individuals who worked (were members of staff

on the payroll) in the preceding calendar year within registered Care Services in Scotland.

- 2.2 The Care Inspectorate agrees to share certain data (including Personal Data) collected as part of the Annual Returns process with the SSSC together with certain data from the Care Inspectorate's service list. The data is provided to the SSSC for the purpose of producing statistical analysis or carrying out research which is relevant to the responsibilities and role of the SSSC in exercise of its powers. This includes delegated powers, under the 2001 Act and in particular, those powers delegated under section 58 of that Act as amended from time to time.
- 2.3 In addition, the Care Inspectorate has included certain questions in the Annual Return it issues to Care Services. The aim of these questions is to ensure that providers are meeting their responsibilities as regards social service workers in terms of the Public Services Reform (Scotland) Act 2010, the Regulation of Care (Scotland) Act 2001 and the SSSC's Code of Practice for Employers of Social Service Workers including their responsibilities on registration, recruitment, induction, training, qualifications, continuing professional learning (CPL), referral of allegations of fitness to practise matters, notification to the appropriate bodies/regulators of investigations and disciplinary action.
- 2.4 The Care Inspectorate will also share certain Data and Personal Data relating to the responses to these questions with the SSSC, to allow the SSSC to fulfil its statutory function to protect the public under section 59 of the 2001 Act and in particular for the purposes of identifying and investigating allegations under the Fitness to Practise Rules 2016 as amended by the Fitness to Practise (Amendment) Rules 2017.
- 2.5 This Agreement outlines the Data and Personal Data to be shared and the processes and legal basis for sharing it. This Agreement sets out the principles to which the Care Inspectorate and the SSSC will work. No fees are payable to or by either party in respect of this Agreement.
- 2.6 This Agreement does not relate to the provision of data which the Care Inspectorate processes on behalf of the SSSC. The processing of data on behalf of the SSSC is governed by a Data Processing Agreement.

### **3. COMMENCEMENT, TERM AND REVIEW OF AGREEMENT**

- 3.1 This Agreement shall commence from the last date of signature and shall continue in full force and effect for so long as the Care Inspectorate collects certain data (including Personal Data) as part of its Annual Returns process or until terminated in accordance with Clause 12.

- 3.2 This agreement will be reviewed annually with the aim of evaluating the effectiveness of the data provision process, the appropriateness of the use made of the data and whether amendments are required to any new Data Sharing Agreement.

#### **4. DISPUTE RESOLUTION AND VARIATION**

- 4.1 Any disputes arising will be referred first to the persons noted in clause 10.7 and if not resolved within 10 working days, will then be escalated to the signatories to this Agreement.
- 4.2 No variation of this Agreement shall be effective unless it is in writing and signed by authorised signatories of both parties.

#### **5. SHARED INFORMATION**

- 5.1 The information to be shared under this Agreement consists of the following:
- a. the datasets detailed within Annex 1 to this Agreement
  - b. the data detailed within Part 2 of Annex 2 to this Agreement.

#### **6. DATA SHARE OBLIGATIONS**

##### Data Share obligations – workforce data

- 6.1 In relation to the workforce data (detailed in Annex 1) shared under this Agreement, the data share will consist of the following steps and processes of which the parties are in agreement and acknowledge their respective obligations.
- 6.1.1 When creating the datasets detailed in Annex 1, the Care Inspectorate will use its operational systems and appropriate statistical techniques to validate and clean the Data guided by the standard set out in the Code of Practice for Statistics where in the Care Inspectorate's sole discretion it determines it is relevant and appropriate to do so.
- 6.1.2 The Care Inspectorate will remove all individuals' names from the Personal Data to be shared with the SSSC prior to provision of the Shared Data.
- 6.1.3 The Care Inspectorate will securely provide the Data and Personal Data to the Workforce Intelligence Team of the SSSC, following completion of the data collection and above processes, using an agreed method.

- 6.1.4 In the event that the Care Inspectorate materially changes the manner in which it processes data to be shared under this agreement, it will, when, and if possible before it transfers the data to the SSSC, advise the Workforce Intelligence team of the SSSC of the detail of any such changes.
- 6.1.5 The SSSC will hold the Shared Data securely.
- 6.1.6 The SSSC will have primary responsibility for publishing workforce data and the Care Inspectorate primary responsibility for publishing data on Care Services.
- 6.1.7 Any data used in the SSSC's publications that concerns registered care services should refer to the Care Inspectorate data source or publication used (eg Care Inspectorate Care Service register at 31 December 2018 or Care Inspectorate, Childcare Statistics, 31 December 2018).
- 6.1.8 Where the Care Inspectorate publishes staffing information which has been published in the SSSC's workforce statistical releases, the Care Inspectorate will refer to the SSSC's publication (eg "SSSC Workforce Statistics December YY - an official statistics product").
- 6.1.9 The SSSC will consult with the Care Inspectorate regarding the timing and content of the publication of data on the workforce and services arising from the data shared under this Agreement. The Care Inspectorate will consult with the SSSC regarding the publication of workforce information.
- 6.1.10 Any ad hoc requests for aggregate-level workforce data received by either party, that can be responded to from the data shared under this Agreement, will be dealt with by the SSSC with any response copied to the Care Inspectorate. Other requests received by either party that include the information covered in this Agreement, but which also requires data held by the Care Inspectorate alone, should be dealt with by the Care Inspectorate with assistance from the SSSC where necessary. In such cases, the Care Inspectorate should advise the SSSC of the request and consult with the SSSC regarding the content of the response as it relates to the workforce element of the data.
- 6.1.11 Where the SSSC requires to respond to any Freedom of Information or Subject Access Request which includes the data shared under this Agreement, the SSSC will copy any response to the Care Inspectorate as it relates to the workforce data shared.

#### Data Share Obligations – Fitness to Practise Data

- 6.2 In relation to the fitness to practise data (detailed in Annex 2) shared under this Agreement, the data share will consist of the following steps

and processes of which the parties are in agreement and acknowledge their respective obligations:

- 6.2.1 The Care Inspectorate will carry out no cleaning or validation of the Data.
- 6.2.2 The Care Inspectorate will securely provide the Data and Personal Data to the Fitness to Practise Team of the SSSC, following completion of the data collection and above processes, using an agreed method.
- 6.2.3 The Care Inspectorate will advise the Fitness to Practise team of the SSSC if it should commence undertaking any cleaning or validation of the Personal Data, or having done so, if it should later cease to do so.
- 6.2.4 The SSSC will hold the Shared Data securely.
- 6.3 The Care Inspectorate will remain the Data Controller of any Personal Data it retains which it has also shared with the SSSC under this Agreement. The SSSC will become a Data Controller with regards to any Personal Data provided to them under the terms of this Agreement.

## **7. PURPOSE AND LEGAL BASIS**

### **7.1. Shared Data described in Annex 1:**

The SSSC has a delegated statutory function in terms of section 58 of the 2001 Act to ascertain what numbers of social workers and social service workers of other descriptions are required in Scotland. To carry this out the SSSC produces data on the Scottish social service sector's workforce and in particular produces and publishes annually the Scottish Social Service Sector: Report on Workforce Data.

The SSSC also has a delegated statutory function in terms of section 58 of the 2001 Act to ascertain what education or training is required by persons who are, or wish to become, social service workers.

The purpose of the Processing of the Data and Personal Data is to combine it with Data and Personal Data collected by the SSSC directly from local authorities in Scotland to inform and be included within the Scottish Social Service Sector: Report on Workforce Data which the SSSC produces and publishes annually. The Report is produced by the SSSC as official statistics for the purposes of the 2007 Act.

Production and publication of the Scottish Social Service Sector: Report on Workforce Data assists the SSSC to fulfil its delegated statutory functions in terms of section 58 of the 2001 Act and its obligations in terms of the 2007 Act. It also assists the SSSC, in the exercise of its



functions, to meet the public sector equality duty in terms of section 149 of the 2010 Act.

The Data and Personal Data (which will have individuals' names removed) will be used for statistics and research purposes to support planning only.

## 7.2 Shared Data described in Part 2 of Annex 2:

The SSSC has a statutory function in terms of section 59 of the 2001 Act to ensure the safety and welfare of all persons who use, or who are eligible to use, care services are protected and enhanced. In terms of section 57A of the 2001 Act employers of social service workers must notify the SSSC if they have dismissed a social service worker on grounds of misconduct or in certain circumstances if a social service worker has resigned or abandoned their position.

The purpose of the Processing of the Data and Personal Data is to enable the SSSC to use it in its communication and development work with the sector in relation to fitness to practise matters and ensuring the SSSC receives the right referrals from employers of social service workers.

The SSSC will use the information for the purposes of identifying and investigating allegations under the Fitness to Practise Rules 2016 as amended by the Fitness to Practise (Amendment) Rules 2017.

## 7.3 The applicable provisions of the UK GDPR and Data Protection Act 2018 which allow disclosure of the Data are:

- Article 6(1)(e) of the UK GDPR - the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority, as noted in 7.1 and 7.2 above
- Section 8 of the Data Protection Act 2018 - the processing is necessary for the performance of a task carried out in the public interest or in the exercise of the controller's official authority, being necessary for the purposes of carrying out statutory functions, as noted in 7.1 and 7.2 above
- Article 6(1)(f) – the processing is necessary for the purposes of the legitimate interest in supporting the SSSC by facilitating the performance of its statutory functions, supporting it in providing analysis of the workforce(s) it regulates and assisting it in protecting the safety of the public.

The processing is necessary because the SSSC needs the information which the Care Inspectorate already collects for its own purposes. The SSSC cannot reasonably obtain the information in a less intrusive way.

## **8. FURTHER USE OF SHARED INFORMATION**

- 8.1 The SSSC agrees not to process the shared information for purposes that are incompatible with the Data Protection Laws.

## **9. PROTECTION OF PERSONAL DATA**

- 9.1 The Parties agree to process any Personal Data in accordance with this Agreement and in accordance with legislation to which the Parties are subject and the Data Protection Laws.
- 9.2 The SSSC undertakes to make all necessary preparations to ensure it will be compliant with the Data Protection Laws. The SSSC shall Process Data and Personal Data only as necessary and in accordance with the obligations under this Agreement or any legislation to which the SSSC is subject.
- 9.3 The SSSC undertakes to treat any Personal Data provided by the Care Inspectorate as confidential and ensure that access to Personal Data is limited to only those employees or other individuals acting on its behalf who require access to it for the purpose of the SSSC carrying out its functions in so far as detailed within this Agreement.
- 9.4 The SSSC undertakes not to publish (or otherwise make available) the data provided under this Agreement at any level or in any manner which allows identification of an individual, unless to do so is compatible with the Data Protection Laws. Unauthorised disclosure of any Personal Data will be regarded as a breach of confidentiality.
- 9.5 The SSSC undertakes to comply with and to ensure that all employees, agents, subcontractors, partners, representatives or others acting on behalf of the SSSC who are working with the Data or Personal Data provided under this Agreement, will comply with all relevant conditions detailed within this Agreement, including the conditions and restrictions set out in the Annexes to this Agreement.

## **10. SECURITY OF SHARED INFORMATION**


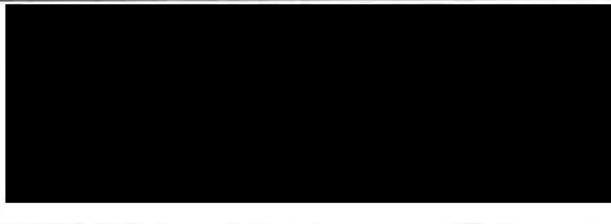
- 10.1 In addition to the requirements of Clause 9 in respect of Personal Data, the SSSC agrees to process all Shared Data in accordance with the security provisions set out in this clause.
- 10.2 A security incident may result in the Care Inspectorate, individuals, ICT systems and/or the information held on them being exposed, or potentially exposed, to illegitimate access. As a result, incidents have the

potential to contravene the Data Protection Laws, and to compromise the Care Inspectorate's and/or SSSC's business, and the confidentiality, integrity and/or availability of ICT systems and/or the information that is held on them.

- 10.3 Security incidents can cover a wide range of events and may be categorised, but are not limited, to the following:
  - 10.3.1 Physical: the loss of hard copy personal/sensitive/protectively marked material, the breaching of access controls (including lost/stolen security passes), the loss/theft of personal/sensitive/protectively marked data or equipment, unauthorised access to, tampering with or use of ICT systems, equipment or accounts, unauthorised acquisition of privileges, unauthorised access to, use or disclosure of sensitive information, unauthorised changes to system hardware, firmware or software suspect packages and bomb threats.
  - 10.3.2 Procedural: improper use of an ICT system, access or privileges (e.g. inappropriate use of email or accessing inappropriate web sites), improper handling, distribution, accounting, storage and destruction of cryptographic items or sensitive information.
  - 10.3.3 Personnel: any unauthorised event involving insiders or ex-insiders (including members of staff, contractors, visitors, support staff or former members of any of these groups).
  - 10.3.4 Electronic: malware attacks (viruses, worms, Trojan horses), unauthorised disruption of service (denial of service and distributed denial of service attacks), receipt of spam, phishing attacks, etc.
  - 10.3.5 Operational: system failures, crashes, environmental failures and operator errors may have security implications and should be treated as incidents, in addition to their potential implications for business continuity. Some IT security incidents have been detected as a result of poorer system performance being detected.
- 10.4 The examples given above are not exhaustive and many incidents will belong to more than one category. Other incidents may be difficult to classify so the Parties agree to be alert to the possibility of new types or manifestations of incident, particularly as attack methods are constantly evolving.
- 10.5 In addition to the guidelines above, a security breach is also defined as occurring when any of the guidance outlined in this Agreement is compromised.
- 10.6 If Personal Data received as part of this Agreement by the SSSC is lost, damaged or destroyed in any way, including as described above, it

should be reported to the SSSC's Information Governance team in accordance with the SSSC's data breach process and must be notified to the Care Inspectorate as soon as possible. If the SSSC has a security breach involving any of the Data or Personal Data covered by this Agreement, then the appropriate steps must be taken as soon as possible.

- 10.7 The following Care Inspectorate and SSSC staff responsible for data security must be informed as soon as possible as to the nature of the breach and possible implications:

Scottish Social Services Council	Care Inspectorate
	

## **11 STATUTORY COMPLIANCE**

- 11.1 The Parties shall comply with all relevant legislation, regulations, orders, statutory instruments and any amendments or re-enactments thereof, as are relevant.

## **12. TERMINATION**

- 12.1 Either party shall be entitled to terminate this Agreement by giving written notice of no less than eight months before final data collection in the last year in which the Agreement will remain in force. The parties shall be entitled to terminate this Agreement by giving written notice of or such shorter period as the parties may agree.

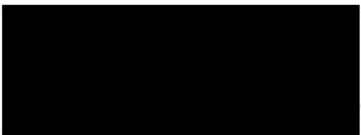
This Agreement, consisting of this and the preceding 12 pages, are executed as follows:

**SIGNED** by **Edith Macintosh, Interim Chief Executive**, for and on behalf of the **Care Inspectorate**

Signed  .....

Date 18-8-22 .....

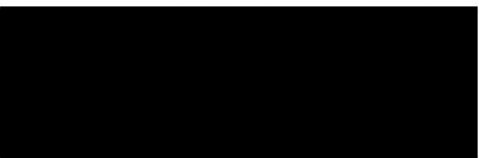
Place of signing COMPASS HOUSE, DUNDEE .....

Signed (witness)  .....

Witness name  .....

Address 10 CARE INSPECTORATE, COMPASS HOUSE  
11 RIVERSIDE DRIVE, DUNDEE, DD1 4NY

**SIGNED** by **Maree Catherine Allison, Acting Chief Executive**, for and on behalf of the **Scottish Social Services Council**

Signed: 

Date: 5 August 2022

Place of signing: SSSC, Compass House, 11 Riverside Drive, Dundee, DD1 4NY.

Signed (witness): 

Witness name: 

Address: c/o SSSC, Compass House, 11 Riverside Drive, Dundee, DD1 4NY.

Annexes to the Data Sharing Agreement between the Care Inspectorate and the SSSC

**ANNEX 1**

The Care Inspectorate will supply the datasets listed below to the SSSC for all registered Care Services, as defined in Schedule 12 to the Public Services Reform (Scotland) Act 2010. This includes data on services, employees, and leavers.

List of datasets:

**A. SERVICE FILE**

There are 39 variables in this list.

<b>Variable</b>	<b>Description</b>
CaseNumber	Unique identifier for each service, eg CS2003000123
CaseNumberCombined	The case number of the combined service, where there is one
DateReg	The date the service was registered
ProviderUNID	Unique identifier for each Service Provider, e.g. SP2003000011
ServiceType	Service Type e.g. Private/Voluntary
CareService	Nature of Care Service e.g. Day Care of Children
CareServiceCode	Code for Nature of Care Service
SubType	Sub type of Care Service e.g Day care of children (Over 3s)
SubTypeCode	Code for subtype
DaycareMainType	Main Type (eg Nursery, Creche etc) if Service is Day care of Children
ServiceStatus	Service Status e.g. Active/Proposing to cancel
Postcode	Postcode of Care service
DecTotalNoStaff	Total headcount staff figure for service <i>(includes imputed values)</i>
DecWTEstaff	WTE staff figure for service <i>(includes imputed values and estimates)</i>

DecWTEworkingSUs	WTE staff working directly with people who use services (excluding vacancies) ( <i>no estimate made</i> )
DecCountOfStaff	Count of individual staff records provided by service where these have been submitted
DecCountOfLeavers	Count of individual leaver records where these have been submitted
TotalDaysStaffAbsentN	Total Number of days staff were absent due to illness
EmpRecMissing	Estimated number of individual staff records not provided by service
ReturnSubmitted	Flag for whether Staffing figures were submitted by the service
Flag	Flag to indicate a support service which is part of a combined service
Estimate_total	Flag to indicate if DecTotalNoStaff variable is imputed
Estimate_WTE	Flag to indicate if DecWTEstaff is estimated or imputed
Local_Authority_Name	Local Authority
Local_Authority_Code	Local Authority code
Health_Board_YYYY_Name	Health board (where YYYY refers to the year the HB boundaries were set)
Health_Board_YYYY_Code	Health board code (where YYYY refers to the year the HB boundaries were last set)
IntegrationAuthorityYYYYName	Integration Authority name (where YYYY refers to the year the IA boundaries were last set)
IntegrationAuthorityYYYYcode	Integration Authority Code
Urban_Rural6_Class	6 fold urban rural classification of service
Urban_Rural6_Class_Code	6 fold urban rural classification of service code
UrbRur8	8 fold urban rural classification of service
DecTotalNoVolunteers	Count of individual volunteer records provided by services where these have been submitted
DecTotalNoAssistants	Count of individual assistant records provided by childminding services where these have been submitted
DecTotalWTENurseVacancies	WTE nursing staff vacancies
DecTotalWTEstaffVacancies	WTE staff vacancies for total staff
DecTotalWTEstaffVacanciesSU	WTE staff vacancies for staff working with service user
status	Status of the Annual Return

DecWTENurses	WTE nurse figure for service ( <i>includes imputed values or estimates</i> )
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## B. EMPLOYEE FILE (INCLUDES LEAVERS DATA)

There are 133 variables in this list.

Variable	Description
StaffID	Staff member identifier (Note this is not unique)
CaseNumber	Unique identifier for each service
CaseNumberCombined	The case number of the combined service, where there is one
ProviderUNID	Unique identifier for each Service Provider, eg SP2003000011
Postcode	Postcode of service
ServiceType	Type of service (LA, private etc)
CareService	Nature of Care Service e.g. Day Care of Children
CareServiceCode	Code for Nature of Care Service
SubType	Sub type of Care Service
SubTypeCode	Code for subtype
DaycareMainType	Main Type (eg Nursery, Creche etc) if Service is Day care of Children
ServiceStatus	Service Status e.g. Active/Proposing to cancel
Age	Age of employee (years)
DateOfBirth	Date of birth of childminders only (NB date of birth information on all other social service workers is covered by a separate Data Processing Agreement)
Ethnicity	Ethnicity of childminders only (NB ethnicity information on all other social service workers is covered by a separate Data Processing Agreement)
Gender	Gender of childminders only (NB gender information on all other social service workers is covered by a separate Data Processing Agreement)
JobTitle	Job Title



JobFunction	Job Function (manager, care worker etc)
ContractType	Contract type of employee e.g. permanent, temporary.
Hours	Typical weekly hours
EntrySource	Where employee was recruited from
EmpStartDateEmployer	Date employment commenced with current employer
EmpStartDate	Date employment commenced in current post
InductionTrainingCompleted	Whether induction training completed
HealthAndSafetyTrainingCompleted	Whether health and safety training completed
InfectionControlTrainingCompleted	Whether infection control training completed
WorkingPattern1_Normal	Whether working pattern is Normal
WorkingPattern2_Flexitime	Whether working pattern is Flexitime
WorkingPattern3_AnnualisedHours	Whether working pattern is Annualised hours
WorkingPattern4_TermTime	Whether working pattern is Term time
WorkingPattern5_Vacation	Whether working pattern is Vacation
WorkingPattern6_HomeWorking	Whether working pattern is Home Working
WorkingPattern7_JobSharing	Whether working pattern is Job Sharing
WorkingPattern8_NineDayFnight	Whether working pattern is Nine day fortnight
WorkingPattern9_FourandhalfDays	Whether working pattern is Four and half days
WorkingPattern10_ShiftWorking	Whether working pattern is Shift working
WorkingPattern11_NightWorking	Whether working pattern is Night working
WorkingPattern12_Compressed	Whether working pattern is Compressed
WorkingPattern13_PartTime	Whether working pattern is job Part time
WorkingPattern14_Variable	Whether working pattern is Variable
WorkingPattern15_Other	Whether working pattern is Other
WorkingPattern16_NotKnown	Whether working pattern is Not Known
StaffRegistrations1_GDC	Whether employee registered with GDC

StaffRegistrations2_GMC	Whether employee registered with GMC
StaffRegistrations3_GOC	Whether employee registered with GOC
StaffRegistrations4_GTC_NI	Whether employee registered with GTC Northern Ireland
StaffRegistrations5_GTC_SCO	Whether employee registered with GTC Scotland
StaffRegistratons6_GTC_WAL	Whether employee registered with GTC Wales
StaffRegistrations7_HCPC	Whether employee registered with HCPC
StaffRegistrations8_NMC	Whether employee registered with NMC
StaffRegistrations9_GPhC	Whether employee registered with Gphc
StaffRegistrations10_SSSC	Whether employee registered with SSSC
StaffRegistrations11_None	Whether employer is not registered with any Body
SSSC_registration_Emp_Cat	SSSC registration category that employee's post belongs to
SSSCRegConditional	If the employee's registration with SSSC is conditional, based on gaining a qualification (mandatory if StaffRegistrations10_SSSC=1)
SSSCRegCondDate	Date employee is expected to attain qualification (mandatory if SSSCRegConditional=1)
DCCQualificationHeld1	Does the Day care of Children employee hold a BA Childhood Practice.
DCCQualificationHeld2	Does the Day care of Children employee hold a BA (hons) Childhood Practice
DCCQualificationHeld3	Does the Day care of Children employee hold an SQA Professional Development Award Childhood Practice (SCQF level 9
DCCQualificationHeld4	Does the Day care of Children employee hold a Graduate Diploma in Childhood Practice
DCCQualificationHeld5	Does the Day care of Children employee hold a Master of Education Childhood Practice
DCCQualificationHeld6	Does the Day care of Children employee hold a Post Graduate Diploma in Childhood Practice
DCCQualificationHeld7	Does the Day care of Children employee hold a Post Graduate Certificate / Diploma in Early Years Pedagogy

DCCQualificationHeld8	Does the Day care of Children employee hold an HND Additional Support Needs: Managing and Supporting the Services
DCCQualificationHeld9	Does the Day care of Children employee hold an Other SCQF level 9 or higher relevant to Day Care of Children
DCCQualificationHeld10	Does the Day care of Children employee hold an HNC Childhood Practice at SCQF level 7 or 8
DCCQualificationHeld11	Does the Day care of Children employee hold an SVQ Social Services - Children and young people at SCQF level 7 or 8
DCCQualificationHeld12	Does the Day care of Children employee hold an Other SCQF level 7 or 8 relevant to Day Care of Children
DCCQualificationHeld13	Does the Day care of Children employee hold an HNC Additional Support Needs: Supporting the Individual
DCCQualificationHeld14	Does the Day care of Children employee hold a National Certificate in Early Education and Childcare at SCQF level 6
DCCQualificationHeld15	Does the Day care of Children employee hold an SVQ Social Services - Children and young people at SCQF level 6
DCCQualificationHeld16	Does the Day care of Children employee hold an Other SCQF level 6 relevant to Day Care of Children
DCCQualificationHeld17	Does the Day care of Children employee hold None of the above qualifications
DCCQualificationHeld18	Does the Day care of Children employee hold an 'other' qualification relevant to Day care of children.
DCCQualsheldOther	If DCCQualificationheld18=1, the Qualification held is recorded as free text
DCCQualificationsProg	The qualification the employee is working towards gaining. (Mandatory if SSSCregConditional =YES)
CMQualheld1	Does the childminder hold an SVQ 2 in Social Services (Children & Young People)
CMQualheld2	Does the childminder hold an SVQ 3 in Social Services (Children & Young People)
CMQualheld3	Does the childminder hold an SVQ 4 in Social Services (Children & Young People)

CMQualheld4	Does the childminder hold an SVQ 2 in Children's Care, Learning and Development
CMQualheld5	Does the childminder hold an SVQ 3 in Children's Care, Learning and Development
CMQualheld6	Does the childminder hold an SVQ 4 in Children's Care, Learning and Development
CMQualheld7	Does the childminder hold an HNC Childhood Practice
CMQualheld8	Does the childminder hold an HND Childhood Practice
CMQualheld9	Does the childminder hold a PDA 7 Children & Young People's Health & Wellbeing
CMQualheld10	Does the childminder hold a PDA 8 Children & Young People's Health & Wellbeing
CMQualheld11	Does the childminder hold a PDA 8 Childhood Practice
CMQualheld12	Does the childminder hold a PDA 9 Childhood Practice
CMQualheld13	Does the childminder hold a BA Childhood Practice
CMQualheld14	Does the childminder hold a BA (Honours) Childhood Practice
CMQualheld15	Does the childminder hold a BA (Honours) Social Work
CMQualheld16	Does the childminder hold a Degree or post graduate qualification in Community Education
CMQualheld17	Does the childminder hold a Qualification meeting the requirements for professional registration: Teaching
CMQualheld18	Does the childminder hold a Qualification meeting the requirements for professional registration: Nursing and Midwifery
CMQualheld19	Does the childminder hold a Qualification meeting the requirements for professional registration: Social Work
CMQualheld20	Does the childminder hold None of the above
CMQualheld21	Does the childminder hold an Other qualification relevant to childminding
CMQualhelother	Qualification held by childminder that is not in the specified list.

	Free text
CMQualsinprogress1	Is the childminder not currently working towards gaining a qualification
CMQualsinprogress2	Is the childminder currently working towards gaining an SVQ 2 in Social Services (Children & Young People)
CMQualsinprogress3	Is the childminder currently working towards gaining an SVQ 3 in Social Services (Children & Young People)
CMQualsinprogress4	Is the childminder currently working towards gaining an SVQ 4 in Social Services (Children & Young People)
CMQualsinprogress5	Is the childminder currently working towards gaining an SVQ 2 in Children's' Care, Learning and Development
CMQualsinprogress6	Is the childminder currently working towards gaining an SVQ 3 in Children's' Care, Learning and Development
CMQualsinprogress7	Is the childminder currently working towards gaining an SVQ 4 in Children's' Care, Learning and Development
CMQualsinprogress8	Is the childminder currently working towards gaining an HNC Childhood Practice
CMQualsinprogress9	Is the childminder currently working towards gaining an HND Childhood Practice
CMQualsinprogress10	Is the childminder currently working towards gaining a PDA 7 Children & Young People's Health & Wellbeing
CMQualsinprogress11	Is the childminder currently working towards gaining a PDA 8 Children & Young People's Health & Wellbeing
CMQualsinprogress12	Is the childminder currently working towards gaining a PDA 8 Childhood Practice
CMQualsinprogress13	Is the childminder currently working towards gaining a PDA 9 Childhood Practice
CMQualsinprogress14	Is the childminder currently working towards gaining a BA Childhood Practice
CMQualsinprogress15	Is the childminder currently working towards gaining a BA (Honours) Childhood Practice
CMQualsinprogress16	Is the childminder currently working towards gaining a BA (Honours) Social Work

CMQualsinprogress17	Is the childminder currently working towards gaining a Degree or post graduate qualification in Community Education
CMQualsinprogress18	Is the childminder currently working towards gaining a Qualification meeting the requirements for professional registration: Teaching
CMQualsinprogress19	Is the childminder currently working towards gaining a Qualification meeting the requirements for professional registration: Nursing and Midwifery
CMQualsinprogress20	Is the childminder currently working towards gaining a Qualification meeting the requirements for professional registration: Social Work
CMQualsinprogress21	Is the childminder currently working towards gaining an Other qualification
CMQualsinprogressother	Qualification held by childminder that is not in the specified list. Free text
LeaverFlag	Flag whether employee is a leaver
DateLeftEmployment	Employee end date
ExitInterview	Whether exit interview undertaken
Destination	Leaving destination
Local_Authority_Name	Local Authority name
Local_Authority_Code	Local Authority code
Health_Board_YYYY_Name	Health board
Health_Board_YYYY_Code	Health board code
IntegrationAuthorityYYYYName	Integration Authority name
IntegrationAuthority2016Code	Integration Authority Code
Urban_Rural6_Class_Code	6 fold urban rural classification of service code
Urban_Rural6_Class	6 fold urban rural classification of service
UrbRur8	8 fold urban rural classification of service

### C. ELCC FILE

There are three variables in this list.

<b>Variable</b>	<b>Description</b>
CaseNumber	Unique identifier for each service, eg CS2003000123
ELCC	Flag to indicate if this service received ELC Partnership Funding. Cleaned and validated by the Care Inspectorate's Intelligence Team
ELCC detail	Detail of what the ELC funding is provided for.

### D. DCC CAPACITY RATIO FILE

There are 3 variables in this list.

<b>Variable</b>	<b>Description</b>
CaseNumber	Unique identifier for each service, eg CS2003000123
Subtype	Sub type of Care Service eg Day care of children (Over 3s)
Capacity	The capacity of the DCC service.

## **ANNEX 2**

### **Part 1**

The Care Inspectorate has included certain questions in the Annual Return it issues to Care Services. The aim of these questions is to ensure that providers are meeting their responsibilities as regards social service workers in terms of the Public Services Reform (Scotland) Act 2010, the Regulation of Care (Scotland) Act 2001 and the Council's Code of Practice for Employers of Social Service Workers.

The following information and questions will be included in the Care Inspectorate's Annual Returns issued to Care Service providers:

A person employed in providing care, or managing the provision of care within your service is a social service worker. You must inform the SSSC of the following:

#### **Worker registered with the SSSC**

Employers must refer workers to the SSSC in the following circumstances:

- a. Where a worker has been suspended, dismissed, or downgraded.
- b. Where a worker resigns during a disciplinary investigation and the employer would have dismissed.
- c. Where the employer is aware of a matter which would be referred to Disclosure Scotland.
- d. Where a worker has been charged or convicted of a criminal offence
- e. Any other circumstances where the behaviour or actions of a worker raise a concern about their fitness to practise – see list A of employer referral flowchart at

<https://www.sssc.uk.com/knowledgebase/article/KA-01062/en-us>

#### **Worker not registered with the SSSC**

If you have dismissed a worker on the grounds of misconduct.

If a worker has resigned or left, but had they not done so, you would have dismissed them (or considered doing so) on the grounds of misconduct.

- 1a. How many social service workers did these circumstances apply to between 1 January and 31 December? Do not include any workers who are registered with another professional body, such as the NMC.
- 1b. How many of them did you refer to the SSSC?
- 1c. If you did not refer them to the SSSC, why not?

Between 1 January and 31 December, how many of your staff:

- 2a. were required to be registered with the SSSC
- 2b. were registered with the SSSC
- 2c. had applied for registration with the SSSC, but it had not yet been granted



- 2d. did not complete qualification conditions that were due to be completed during that period
- 2e. successfully completed qualification conditions that were due to be completed during that period.

The Care Inspectorate will collect responses to the above questions on an annual basis, as part of its Annual Returns process. The responses may include Data and Personal Data. The Care Inspectorate will remain Data Controllers of the data it collects in response to the above questions.

Part 2 of this Annex sets out the Data that will be shared with the SSSC.

## Part 2

The Care Inspectorate will inform the SSSC of the number of responses for each question, where there is a numerical discrepancy between the answers to the following pairs of questions:

- 1a and 1b, 2a and 2b, 2a and (2b + 2c), 2b and 2e.

These numbers will be broken down by care service category. Where there is any discrepancy in the responses by any particular care service between 1a and 1b, and 2a and 2b, the names, addresses and Care Service Number of the services will be provided to the SSSC.

This information will be shared, using an agreed method, with a Fitness to Practise Manager in the SSSC's Fitness to Practise department as soon as possible after the Care Inspectorate has prepared it.

Information from or about child minding services will not be included in any of the data supplied to the SSSC in terms of this Annex.

