



Warwickshire
Safeguarding

Information Sharing Agreement

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1. Introduction

1.1 Warwickshire Safeguarding is Warwickshire's integrated model for safeguarding children and adults in the county.

1.2 Warwickshire Safeguarding is comprised of:

1.2.1 Warwickshire Safeguarding Executive Board, the accountable body for safeguarding children and adults which will assume the role of the Safeguarding Adults Board;

1.2.2 Four subgroups being Education, Safeguarding Reviews, Exploitation, and Prevention and Early Intervention, which report to the Executive Board;

1.2.3 Warwickshire Safeguarding Children's Partnership Group and Warwickshire Safeguarding Adults Partnership Group.

2. Parties to the Agreement

2.1 Warwickshire Safeguarding is a multi-agency partnership between:

2.1.1 Warwickshire County Council;

2.1.2 Warwickshire Police;

2.1.3 Warwickshire Fire and Rescue Service;

2.1.4 Coventry and Warwickshire Integrated Care Board

2.1.5 NHS England;

2.1.6 Care Quality Commission;

2.1.7 West Midlands Ambulance Service;

2.1.8 Coventry and Warwickshire Partnership NHS Trust;

2.1.9 George Eliot Hospital NHS Trust;

2.1.10 University Hospitals Coventry and Warwickshire NHS Trust;

2.1.11 South Warwickshire NHS Foundation Trust;

2.1.12 North Warwickshire Borough Council;

2.1.13 Nuneaton and Bedworth Borough Council;

2.1.14 Rugby Borough Council;

2.1.15 Stratford-on-Avon District Council;

2.1.16 Warwick District Council;

2.1.17 Healthwatch Warwickshire;

2.1.18 National Probation Service;

2.1.19 Warwickshire Age UK;

2.1.20 Barnardo's;

2.1.21 Children and Family Court Advisory and Support Service (CAFCASS);

2.1.22 Office of the Police and Crime Commissioner for Warwickshire ("OPCC");

2.1.23 Warwickshire Community and Voluntary Action (WCAVA); and

2.1.24 Other strategic partnerships and organisations that have responsibilities to address issues relevant to safeguarding children and adults,

together the “**Partner Agencies**”.

2.2 Warwickshire Safeguarding has agreed to this Information Sharing Agreement to ensure that information is shared effectively between the Partner Agencies in order to protect children and adults from harm.

3. Agreed Purpose

3.1 The “**Agreed Purpose**” of this Information Sharing Agreement is to provide a framework to facilitate the appropriate sharing of information between the Partner Agencies in order to safeguard and promote the welfare of children and adults in Warwickshire and to protect them from harm.

3.2 This Information Sharing Agreement recognises that the UK General Data Protection Regulation (“**GDPR**”) and the Data Protection Act 2018 (together, the “**Data Protection Legislation**”) are not barriers to justified information sharing but rather ensure that information sharing is necessary, proportionate, relevant, adequate, accurate, timely and secure.

3.3 This Information Sharing Agreement recognises that information sharing decisions should be recorded by the disclosing Partner Agency.

3.4 In relation to children and young people, this Information Sharing Agreement:

3.4.1 Recognises that nothing is more important than children’s welfare;

3.4.2 Recognises that information sharing is essential for effective safeguarding and promoting the welfare of children and young people;

3.4.3 Recognises that Child Safeguarding Practice Reviews (formerly known as Serious Case Reviews (“**SCRs**”)) carried out following the death or serious injury of a child have repeatedly highlighted that missed opportunities to record, understand the significance of and share information in a timely manner can have severe consequences for the safety and welfare of children;

3.4.4 Recognises that the timely and effective sharing of information can improve decision-making and protect the best interests of a child;

3.4.5 Has regard to the seven golden rules to sharing information set out in HM Government’s Information Sharing Advice to practitioners providing safeguarding services to children, young people, parents and carers July 2018 which are:

- 3.4.5.1 The Data Protection Legislation and human rights laws are not barriers to justified information sharing but a framework to ensure it is shared appropriately;
- 3.4.5.2 Be open and honest with the individual (and/or their family where appropriate) from the outset about why, what, how and with whom information will, or could be, shared, and seek their agreement, unless it is unsafe or inappropriate to do so;
- 3.4.5.3 Seek advice where in any doubt about sharing the information concerned;
- 3.4.5.4 Where possible, share information with consent and, where possible, respect the wishes of those who do not consent to share confidential information unless it is in the interests of safety or in the public interest;
- 3.4.5.5 Consider safety and wellbeing: base information-sharing decisions on considerations of the safety and wellbeing of the person and others who may be affected by their actions;
- 3.4.5.6 Necessary, proportionate, relevant, accurate, timely and secure: ensure that the information shared is necessary for the purpose for which it is shared, is shared only with those people who need to have it, is accurate and up to date, is shared in a timely fashion, and is shared securely and
- 3.4.5.7 Keep a record of the decision and the reasons for it – whether it is to share information or not. If information is shared, then record what was shared, with whom and for what purpose.

3.5 In relation to children and young people, the Agreed Purposes of this Information Sharing Agreement are:

- 3.5.1 To facilitate the collaboration between Partner Agencies to achieve improved outcomes for vulnerable children;
- 3.5.2 To facilitate the identification and analysis of new safeguarding issues and emerging threats;
- 3.5.3 To facilitate the promotion and embedding of learning;
- 3.5.4 To facilitate the commissioning and publication of child safeguarding practice reviews; and
- 3.5.5 To facilitate rapid reviews of cases, local and national child safeguarding practice reviews, and any other reviews to aid local learning and improvement in safeguarding services; and
- 3.5.6 To conduct Multi-Agency Audits.

3.6 In relation to adults who have needs for care and support and who are experiencing or at risk of abuse or neglect, this Information Sharing Agreement:

- 3.6.1 Recognises the six key principles which underpin safeguarding adults work, being:

- 3.6.1.1 Empowerment - the presumption of person-led decisions and informed consent;
- 3.6.1.2 Prevention – taking action before harm occurs;
- 3.6.1.3 Proportionality – the proportionate and least intrusive response appropriate to the risk presented;
- 3.6.1.4 Protection - support and representation for those in greatest need;
- 3.6.1.5 Partnership - local solutions through services working with their communities. Communities have a part to play in preventing, detecting and reporting neglect and abuse; and
- 3.6.1.6 Accountability - accountability and transparency in delivering safeguarding; and
- 3.6.1.7 Recognises that information sharing is essential to adult safeguarding and protecting vulnerable adults from harm, including identifying and preventing abuse and neglect.

3.7 In relation to adults who have needs for care and support and who are experiencing or at risk of abuse or neglect, the Agreed Purposes of this Information Sharing Agreement are:

- 3.7.1 To share information to enable or assist the Warwickshire Safeguarding Executive Board to do its job as the Safeguarding Adults Board;
- 3.7.2 To share information when it is in the interests of an adult at risk;
- 3.7.3 To facilitate the referral to Partner Agencies for immediate action to protect an adult;
- 3.7.4 To facilitate the prevention, detection and prosecution of crime;
- 3.7.5 To facilitate the provision of advice;
- 3.7.6 To facilitate adult safeguarding investigations;
- 3.7.7 To facilitate the identification of patterns or low-level concerns that may reveal an adult to be at risk of abuse;
- 3.7.8 To facilitate referrals to Partner Agencies or other organisations for adults at risk of abuse or neglect or those suspected of perpetrating abuse or neglect;
- 3.7.9 To conduct Safeguarding Adult Reviews (“**SARs**”) and any other reviews to aid local learning and improvement in safeguarding services;
- 3.7.10 To facilitate notification and referrals to the Disclosure and Barring Service, to the organisations who may need to take action, and to service providers; and
- 3.7.11 To conduct Multi-Agency Audits.

3.8 The parties shall not process the personal data in a way that is incompatible with the Agreed Purposes.

4. Legislative Framework and Legal Basis for Sharing Information

- 4.1 The lawful basis for processing the Shared Personal Data is set out in Article 6(1)(e) of the UK GDPR (processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller).
- 4.2 The condition for processing any Shared Personal Data that comprises of special category data is set out in Article 9(2) (c), (g) and (h) of the UK GDPR:
 - 4.2.1 processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent.
 - 4.2.2 processing is necessary for reasons of substantial public interest, on the basis of domestic law and which shall be proportionate to the aim pursued.
 - 4.2.3 processing is necessary for the purposes of the provision of health or social care or treatment or the management of health or social care systems and services on the basis of domestic law.
- 4.3 The Information Sharing Agreement is underpinned by the following legislation, statutory and policy guidance:
 - 4.3.1 The Children and Social Work Act 2017, under which the local authority, the Chief Officer of Police for an area, any part of which falls within the local authority area and an Integrated Care Board (formerly known as a Clinical Commissioning Group) for an area, any part of which falls within the local authority area health have an equal and shared duty to work together (in partnership with other relevant agencies) to make arrangements to safeguard and promote the welfare of all children in a local area.
 - 4.3.2 The Children Act 2004, sections 11 and 16E.
 - 4.3.3 The Care Act 2014 (including statutory guidance to the Care Act 2014) which requires the establishment of a Safeguarding Adults Board (SAB) comprising the local authority, the Integrated Care Board (formerly known as the Clinical Commissioning Group) in the local authority's area and the Chief Officer of Police in the local authority's area, to assure itself that local safeguarding arrangements and partners act to help and protect adults in the locality.
 - 4.3.4 The Data Protection Act 2018.
 - 4.3.5 The UK General Data Protection Regulation.
 - 4.3.6 Crime and Disorder Act 1998, section 115
 - 4.3.7 The Human Rights Act 1998.

- 4.3.8 The Criminal Justice Act 2003, section 325.
 - 4.3.9 Domestic Violence, Crime and Victims Act 2004.
 - 4.3.10 Working Together to Safeguard Children statutory guidance July 2018
 - 4.3.11 Information Sharing Advice to practitioners providing safeguarding services to children, young people, parents and carers July 2018.
 - 4.3.12 Caldicott Review of Information Governance 2013.
- 4.4 The Partner Agencies have a range of statutory duties between them and typically will be able to lawfully share personal data based on (but not limited to) the legal gateways set out above.

5. Data Protection

- 5.1 This Information Sharing Agreement sets out the framework for the sharing of personal data between the Partner Agencies as controllers (within the meaning of the Data Protection Legislation). The Partner Agencies acknowledge that each Partner Agency will regularly disclose to another Partner Agency or the other Partner Agencies personal data for the Agreed Purpose of this Information Sharing Agreement (“**Shared Personal Data**”).
- 5.2 Each Partner Agency shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 5.3 Each Partner Agency shall:
- 5.3.1 process Shared Personal Data fairly, lawfully and transparently;
 - 5.3.2 process the Shared Personal Data only for the Agreed Purpose of this Information Sharing Agreement;
 - 5.3.3 ensure that personal data to be shared is accurate and up-to-date;
 - 5.3.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data. Without limitation to this clause 5.3.4, this shall include ensuring that any information shared via email is shared in an encrypted attachment, shared between secure email domains or shared using an encrypted email service;
 - 5.3.5 ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in 5.3.4;
 - 5.3.6 ensure that individuals are informed about the collection and use of their personal data and are provided with the privacy information required by the Data Protection Legislation;

- 5.3.7 respect its obligations to comply with data subject access requests under the Data Protection Legislation and information requests under the Freedom of Information Act 2000 (or Environmental Information Regulations 2004 as applicable) and provide reasonable assistance to each other Partner Agency to comply with their obligations;
 - 5.3.8 not transfer any Shared Personal Data received from another Partner Agency outside the European Economic Area;
 - 5.3.9 notify the other Partner Agencies without undue delay on becoming aware of any breach of the Data Protection Legislation and provide reasonable assistance to each other Partner Agency as is necessary to facilitate the handling of any personal data breach in an expeditious and compliant manner;
 - 5.3.10 provide the other Partner Agencies with contact details of at least one employee as a single point of contact (“**SPoC**”) and responsible manager for all issues arising out of the Data Protection Legislation;
 - 5.3.11 keep a record of what Shared Personal Data has been shared, with which Partner Agency(Agencies) and the reasons or Purpose why it was shared and keep a record of decisions not to share information and the reasons why it was not shared; and
 - 5.3.12 keep the Shared Personal Data for no longer than is necessary for the Agreed Purpose or that Partner Agency’s statutory functions.
- 5.4 The Partner Agencies acknowledge that the Shared Personal Data will regularly be special category data within the meaning of the Data Protection Legislation. Special category data will be shared only where there is an additional special category condition within the meaning of the Data Protection Legislation. That special category condition is likely to be one of those defined in clause 4.2.

6. Monitoring, review and indemnity

- 6.1 Each Partner Agency shall ensure that its lead officer or SPoC maintains oversight of this Information Sharing Agreement.
- 6.2 The content of this Information Sharing Agreement will be reviewed initially after six months and thereafter annually by the Partner Agencies to ensure compliance with legislation and to review the effectiveness of this data sharing initiative.
- 6.3 Any changes to this Information Sharing Agreement must be agreed in writing by all the Partner Agencies.

6.4 Where a Partner Agency has decided not to share information that has been requested by another Partner Agency, that Partner Agency will provide its record of the reasons for the decision not to share the information, including the consideration of the safety and well-being of the affected individual.

6.5 Each Partner Agency undertakes and agrees to pursue a positive approach towards resolving any dispute which maintains a strong working relationship between the Partner Agencies. Each Partner Agency's SPoC or lead officer will use all reasonable endeavours to identify a mutually acceptable solution.

6.6 Each Partner Agency will keep each of the other Partner Agencies fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement.

Partner Agency	
Name of Member (Print)	
Signature of Member	
Date	