

Information Sharing Protocol



Solihull
Safeguarding
Children Partnership

**Listening, Learning and
Improving Outcomes for
Children and Young People**

RESPECTFUL CHALLENGE • ACCOUNTABILITY • LISTENING • LEARNING • INCLUSION

1. What is the Solihull Safeguarding Children Partnership?

The three partners within the Safeguarding Children Partnership have a shared and equal duty to make arrangements to work together to safeguard and promote the welfare of all children in Solihull.

The three named Safeguarding Partners for Solihull are:

- Chief Executive of Solihull Metropolitan Borough Council
- Chief Constable of West Midlands Police
- Accountable Officer for Birmingham and Solihull Integrated Care Board

A wider group of relevant safeguarding partners across Solihull are directly engaged with the work of the Safeguarding Children Partnership through membership of its subgroups.

This Information Sharing agreement sets out the principles for using and sharing personal information amongst the all the member organisations of Solihull's Safeguarding Children Partnership (SSCP)

To support earlier identification, prevention, and intervention with children in need of support or at risk of harm, the SSCP is heavily reliant on all partner agencies sharing a variety of relevant information. Effective and structured sharing of information between partners will inform planning, allow for an understanding of trends and patterns of activity to be developed, to respond to emergencies appropriately, and to intervene and support the wellbeing and safety of children, young people, families, and communities.

2. Parties to the Agreement

- Solihull Metropolitan Borough Council
- Birmingham and Solihull Integrated Care Board
- West Midlands Police

The following agencies also work very closely with the partnership, and are regularly involved and consulted on decision making within the SSCP structure:

- Third Sector
- Birmingham and Solihull Mental Health Foundation Trust
- CAFCASS
- Coventry and Warwickshire Partnership Trust
- Other Education Partners (Early Years, Primary and Secondary Schools)
- University Hospitals Birmingham
- Probation Service
- Solihull Community Housing
- South Warwickshire Foundation Trust
- UK Visa and Immigration

- West Midlands Fire Service
- West Midlands Ambulance Service

3. Purpose

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

3.2 This Information Sharing Protocol recognises that the UK General Data Protection Regulations (“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 Protocol recognises that information sharing decisions should be recorded by the disclosing Partner Agency.

3.4 This Information Sharing Protocol:

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 (CSPR’s) 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 Most information sharing will be underpinned by legislation and a legal requirement that either requires or permits the sharing. If possible and providing it does not prejudice safeguarding matters families will be kept informed of any information sharing.

In the event that consent to share information is sought it should only be asked for if the person has a choice to say yes or no.

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 The Purposes of this Information Sharing Protocol 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

4. Legislative Framework and Legal Basis for Sharing Information

4.1 The Information Sharing Agreement is underpinned by the following legislation, statutory and policy guidance:

4.1.1 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 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

4.1.2 The Children Act 2004, sections 11 and 16E

4.1.3 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 CCGs 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

4.1.4 The Data Protection Act 2018

4.1.5 The UK General Data Protection Regulations

4.1.6 Crime and Disorder Act 1998, section 115

4.1.7 The Human Rights Act 1998

4.1.8 The Criminal Justice Act 2003, section 325

4.1.9 Domestic Violence, Crime and Victims Act 2004

4.1.10 Working Together to Safeguard Children statutory guidance July 2018

4.1.11 Information Sharing Advice to practitioners providing safeguarding services to children, young people, parents and carers July 2018

4.2 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 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 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 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.

5.3.6 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.

5.3.7 will not share information with any country outside of the EEA without ensuring the rules on international transfers or personal data contained in Data Protection legislation are adhered to.

5.3.8 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;

5.3.9 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.

5.3.10 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

5.3.11 keep the Shared Personal Data for no longer than is necessary for the 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:

5.4.1 the explicit consent of the data subject has been obtained where possible and appropriate. It may not be appropriate to seek consent where the information needs to be shared to prevent harm.

5.4.2 the sharing 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.

- (a) Explicit consent
- (b) Employment, social security and social protection (if authorised by law)
- (c) Vital interests
- (d) Not-for-profit bodies
- (e) Made public by the data subject
- (f) Legal claims or judicial acts
- (g) Reasons of substantial public interest (with a basis in law)
- (h) Health or social care (with a basis in law)
- (i) Public health (with a basis in law)
- (j) Archiving, research and statistics (with a basis in law)

5.4.3 the processing is necessary for the establishment, exercise or defence of legal claims; or

5.4.4 the processing is necessary for reasons of substantial public interest.

6. Monitoring, review, and indemnity

6.1 Each Partner Agency shall ensure that its lead officer or SPoC maintains oversight of this Information Sharing Protocol

6.2 The content of this Information Sharing Protocol 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 Protocol must be agreed in writing by all the Partner Agencies.

6.4 If one partner agency has declined to share information that another partner agency feels is necessary for the safety of a child, the matter should be escalated, at pace, to the Lead Safeguarding Partners for a decision.

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.

Signed



Paul Johnson

Chief Executive

Solihull Metropolitan Borough
Council



Craig Guildford

Chief Constable

West Midlands Police

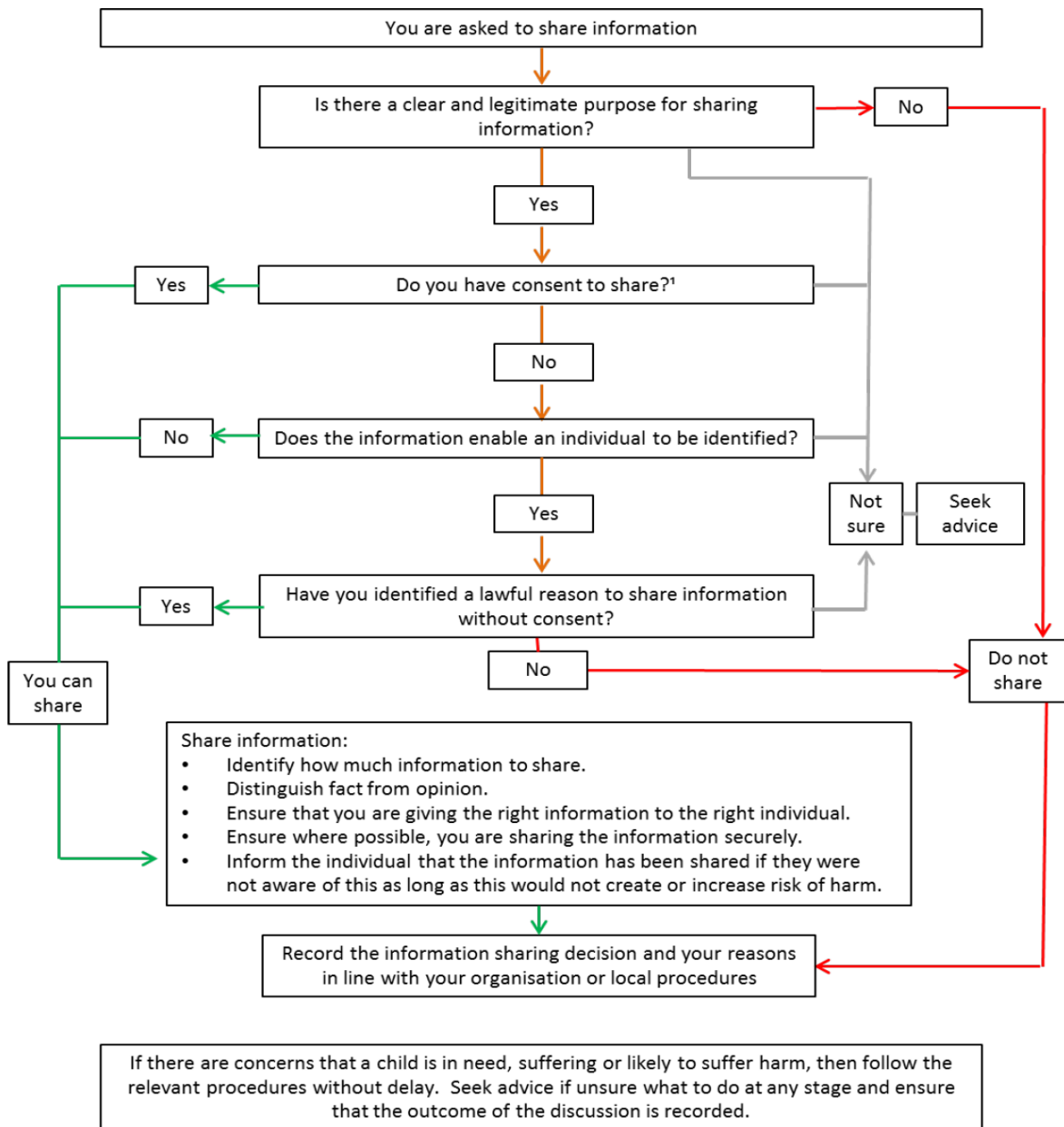


David Melbourne

Chief Executive Officer

Birmingham and Solihull
Integrated Care Board

Flowchart for when and how to share information



1. Consent must be unambiguous, freely given and may be withdrawn at any time

This flowchart is taken from HM Government Information Sharing - Advice for practitioners providing safeguarding services to children, young people, parents and carers - July 2018 .