

INFORMATION SHARING AGREEMENT

Priority Families in Warwickshire

Version 2

Information Sharing Agreement - Priority Families in Warwickshire

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Version Record / Document History

Version No. and Date	Amendments made	Author
v1 30/07/2013	Initial version	Andrew Morrall, Information Manager
v2	Final Version	"

Approvals required

Hugh Disley-Head of Early Intervention,
Mark Ryder-Head of Localities and Community Safety
Priority Families Programme Board

Information Sharing Agreement - Priority Families in Warwickshire

1. Agreement summary

The purpose of this agreement is to facilitate the exchange of information in order to comply with the statutory duty of local authorities and other agencies and organisations, to work together and target services to families and the individuals within them, where there are specific needs. This originates from two Government initiatives, the DCLG Troubled Families Programme and the DWP/ESF Programme relating to Families with Multiple Problems. In Warwickshire this is known as the 'Priority Families Programme'.

The Government has identified a target number of families that will be included in the programme in Warwickshire and this Information Sharing Agreement ('Agreement') set outs the basis for identifying and sharing information to support the Priority Families Programme.

2. Agreement type

The information to be shared will be mainly **Personal Information** (where the individual can be identified) because there is a need to ensure that data matches accurately between databases in order to identify families and individuals that meet the criteria and objectives of the programme, working with families to achieve better outcomes. Some of this will include **Sensitive Personal Data** as defined in the Data Protection Act.

Where possible data may be exchanged between partners as **Depersonalised** Information, where the identity of the individual can be removed and not identified.

There will also be some **Non-personal Information** shared for performance reporting.

3. Agreement dates

The Agreement will start on 1 July 2013.

The Agreement will terminate on 31 March 2018.

Section 13 covers the process for any changes to the agreement dates.

4. Parties to the Agreement and data ownership

Warwickshire County Council will be the prime Data Controller for the work programme but all parties to this Agreement agree to be **jointly responsible** as Data Controllers in their own right for personal information each party holds on individuals and families.

Warwickshire County Council (WCC)
PO Box 9
Shire Hall
Warwick
Warwickshire
CV34 4RR
Data Protection Registration: Z4835730

Partnership accountability will be secured via the Priority Families Programme Board, the Warwickshire Children's Trust, the Health & Well-Being Board, and Safer &

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Stronger Partnership Board and via locally relevant area based partnerships. The main partners in Warwickshire are:

- Borough / District Councils (to cover Housing, Anti-Social Behaviour and Environmental Health)
- Citizen's Advice Bureaux
- Health (focus on Commissioning Groups, Health Visitors, School Nurses and GPs)
- Housing Associations (Associations to sign individually)
- Schools
- Voluntary sector organisations (Organisations to sign individually)
- Warwickshire County Council
- Warwickshire Police
- Warwickshire Probation Trust
- Youth Justice and Family Intervention Service

Partner signing will be acknowledged by being noted in approved Board or minutes, local coordinating group minutes or an email confirmation by a recognised authoriser for the partner to the Warwickshire Priority Families Coordinator.

5. Data sharing purpose statement

In order to ensure that the data and information required to making partnership working succeed, local statutory authorities and some partners are already signed up to principles of sharing information as per the 'Warwickshire Information Sharing Charter'.

This Information Sharing Agreement outlines the specific purpose and data exchange required to make the Priority Families Programme services work in partnership.

The Warwickshire Priority Families Programme seeks to change the way that the public, private and voluntary and community sectors in Warwickshire respond better to families with complex needs¹ and empower these families to live within their communities.

The key features of the new way of working are:

- Building a relationship of trust with the family, through an identified 'significant other' who has an existing relationship with the family and / or supporting the

¹ A Family with Complex Needs is defined in this document as one that

- i) Has had lengthy and multiple involvement with services e.g.
 - More than one agency is providing targeted or acute services to family members
 - The family have a long history of involvement with targeted or acute services
 - The family have been referred to services for similar issues a number of times over a period of years.
- ii) In the judgement of competent professionals, there is a poor prognosis for change by continuing to work in the current way.
- iii) In the judgement of competent professionals, those with parental responsibility lack parenting skills.
- iv) Meet at least 2 of the 3 Government Troubled Families criteria (crime / anti-social behaviour, poor school attendance or exclusion and no adult in the household works) plus a local criterion (child on a child protection plan, domestic abuse, substance misuse or a mental health problem with a significant impact on the wider community).

v)

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family to identify a ‘significant other’ who will help them sustain any positive changes.

- Understanding the needs of the whole family and ensuring that these inform any support provided to the family and individuals within it.
- Working with the family to develop a family plan which identifies and builds on existing strengths and provides practical help to tackle issues faced by the family.
- Ensuring that what is already known about a family (existing data, assessments and intelligence) is used to inform the development of the whole family plan.
- Workers are able to take an impartial view in the interests of the whole family.
- Flexibility in deploying resources where needed to meet family needs.

The intended benefits of the new way of working are:

Families and Communities

- Improved family stability and ability to cope with everyday challenges.
- Improvement in outcomes e.g. adopting healthier lifestyles, improved educational achievement, gaining employment, improved mental health and reductions in crime and anti-social behaviour.
- Improved community cohesion – demonstrated by reductions in complaints, stability in housing tenure etc.

Services that better meet the needs of families with complex needs:

- Interventions that focus on tackling the underlying issue facing the family rather than just the presenting issue.
- Greater continuity of support with fewer professionals overall involved.
- Help to tackle issues before they escalate and prevent intergenerational patterns.

Financial Outcomes:

- Providing effective support now to reduce the need for more costly services in the future (e.g. avoiding children coming into care, reducing numbers entering the criminal justice system, avoiding the need to access acute health services etc.).
- By reducing the number of multiple and repeat assessments carried out.

6. Basis for sharing

The purpose of The Agreement is to facilitate the exchange of information to enhance the ability of the parties to ensure that support provided to families with specific needs is focused on problems affecting the whole family. This will be done in the first instance by identifying families who experience multiple and complex issues and may benefit from the Warwickshire Priority Families Programme. Where families are subsequently accepted onto the programme, this agreement will facilitate the exchange of information in order to:

- Understand the needs of the whole family.
- Identify how best to engage with the family to understand their needs.
- Identify what support is likely to be most effective in meeting the family’s needs and identify what and how the programme can add value to the existing support and interventions being delivered.
- Co-ordinate the support that is provided by different agencies to families.
- Track the outcomes achieved by families who are part of the programme to assist in evaluating the effectiveness of the programme.

The Agreement will support the exchange and use of information not otherwise available to each party.

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Risk Assessment

This agreement has examined the benefits of sharing the information and the conclusion reached is that sharing of personal data is necessary for the above purposes (i.e. identification of families with complex issues and working together to meet these needs) and that not to do so would impede the above purposes.

Where the sharing of information between partners has the potential to cause any negative impact or risk to an individual this will be managed through an agreed plan between those partners and the individual concerned.

Sharing excessive information, which is surplus to requirements, breaches the Data Protection Act. Therefore, only minimal, relevant and essential information will be shared, necessary to achieve the stated objectives of the programme with any partners.

Legal provisions

The Data Protection Act prohibits the processing of personal information unless a Schedule II condition can be met and in the case of sensitive personal information a Schedule III condition must also be met.

In order to identify families who meet the Government's Troubled Families criteria and agreed local criteria and make a decision about whether the families should be approached to receive intensive support through the Warwickshire Priority Families Programme, parties to this agreement will rely upon the following legislation to justify sharing of information under both Schedule II and III of the Data Protection Act.

Once contact has been made with a family then explicit written consent to continue to share and process the personal information will be sought from each adult family member and young persons over the age of 16 as well as **young persons from age 12 onwards if considered mature enough to understand and give consent**.

A worker will explain the obligations and benefits of participating in the Programme before obtaining a signature on the consent form. Families will also be informed of their right to withdraw consent. Consent will be recorded on the family case file and checked as part of the case supervision process. Copies of the consent form will be provided to other parties working with the family who are asked to share their information.

Consent will be reviewed with family members as part of the process of developing and agreeing the family plan and the family will confirm their on-going consent in signing the family plan.

In the event that consent is withdrawn at any point, this will be recorded on the case file and the individual / family will be informed of the consequences of withdrawing consent and all known involved parties will be informed.

If consent cannot be obtained from all family members or is withdrawn, there may still be a risk based justification for sharing information in accordance with the legislation set out below.

Crime & Anti Social Behaviour

Crime and Disorder Act s115 - This provision allows the police, local authorities, health authorities, probation trusts to share information about any person for the purposes of preventing future crime and disorder.

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Crime & Disorder Act 1998 s17 - places a statutory duty on every local authority to exercise its various functions with due regard to the need to do all that it reasonably can to prevent crime and disorder in its area. This includes anti-social behaviour adversely affecting the local environment.

Crime and Disorder Act 1998, s37 - Everyone carrying out youth justice functions must have regard to the aim of the youth justice system to prevent offending by children and young people.

Education

Children Act 1989 s17 - Local authorities can request information from any of the list (detailed under s47 below) where it will help to provide services for children in need, or any other functions under part 3 of the Children Act 1989.

Children Act 1989, s47 - Section 47 places a duty on local authorities to make enquiries where they have reasonable cause to suspect that a child in their area may be at risk of suffering significant harm. Section 47 states that unless in all the circumstances it would be unreasonable for them to do so, the following authorities must assist with these enquiries:

- any local authority;
- any local education authority;
- any housing authority;
- any health authority;
- any person authorised by the Secretary of State.

Children Act 2004, s10 - Duty to co-operate. Duty on each children's services authority to make arrangements to promote co-operation between itself and relevant partner agencies to improve the well-being of children in their area in relation to:

- physical and mental health, and emotional well-being;
- protection from harm and neglect;
- education, training and recreation;
- making a positive contribution to society;
- social and economic well-being.

The section 10 guidance states that good information sharing is key to successful collaborative working and under this section agencies should have arrangements in place to ensure information is shared for strategic planning purposes and to support effective service delivery.

Education Act 2002, s21 - Duty on the governing body of a maintained school to promote the well-being of pupils at the school. Well-being in this section is defined with reference to section 10 of the Children Act 2004. This duty extends the responsibility of the governing body and maintained schools beyond that of educational achievement and highlights the role of a school in all aspects of the child's life.

Employment and Financial

Welfare Reform Act 2012 s131 - The sharing of information with the DWP around the worklessness and other benefits claimed by the family is covered generally by section 131 of the Act. The secretary of state, or a person providing services to the Secretary of State, may supply relevant information to a qualifying person for prescribed purposes relating to welfare services or council tax.

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Welfare Reform Act 2012 s131 - Allows for longer term data sharing powers between DWP, their service providers and local authorities in particular to Troubled Families and their in work and out of work benefits.

Health

Children Act 1989 s17 and s47- As outlined above.

Children Act 1989 s 27 – Authorises Children's services in meeting their duties to seek assistance from health professionals

Children Act 2004, s10 – As outlined above

National Health Service Act 2006, s82 - Duty on NHS bodies and local authorities to co-operate with one another in order to secure and advance the health and welfare of the people of England and Wales.

Housing

Children Act 1989 s17 and s47- As outlined above

Local Government Act 1972 s111 - A local authority shall have power to do anything (whether or not involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of their functions.

Local Government Act 2000 s2 - Section 2(1) Local Government Act 2000 states that a local authority has 'power to do anything which they consider is likely to achieve any one or more of the following objects (Provided this is not specifically forbidden by another statute):

- (a) the promotion of improvement of the economic well-being of their area;
- (b) the promotion or improvement of the social well-being of their area;
- (c) the promotion of improvement of the environmental well-being of their area'.

Child Protection

Children Act 1989 s17 and s47 - As outlined above.

Children Act 2004, s11 - Duty on key persons and bodies to make arrangements to ensure their functions are discharged with regard to the need to safeguard and promote the welfare of children.

Agencies should:

- carry out their existing functions in a way that takes into account the need to safeguard and promote the welfare of children and
- ensure services they contract out to others are provided having regard to the need to safeguard and promote the welfare of children.

In order to safeguard and promote the welfare of children, arrangements should ensure that:

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- all staff in contact with children understand what to do and are aware of the most effective ways of sharing information if they believe a child and family may require targeted or specialist services in order to achieve their optimal outcomes;
- all staff in contact with children understand what to do and when to share information if they believe that a child may be in need, including those children suffering or at risk of significant harm.

Children Act 1989, s27 - Section 27 of the Children Act 1989 authorises children's services, in meeting their duties, to seek assistance from health professionals.

Education Act 2002, s175 - Duty on maintained schools, further education institutions and independent schools to make arrangements to carry out their functions with a view to safeguarding and promoting the welfare of children.

Working together to safeguard children, 2013 statutory guidance - covers the legislative requirements and expectations on individual services to safeguard and promote the welfare of children.

Restrictions on sharing information

Parties to this agreement have not identified any legislation that will prevent the sharing of the information covered by the agreement.

It is recognised that all public bodies must act in a manner compatible with the European Convention on Human Rights / Human Rights Act 1998. In particular Article 8.

All parties agree that there will not be any infringement of an individual's privacy under Article 8 because the initial identification of personal data is covered by the legal provisions above. Further, consent will be gained from families and individuals participating in the programme to share their personal information.

Sensitive Personal Information

Applying the definitions of sensitive personal information as defined at section 2 of the Data Protection Act 1998, some sensitive information is to be shared within the agreement. Examples of sensitive personal information to be shared will include information about racial or ethnic origin, physical or mental health and offences committed. It is essential that this information is shared in order to identify whether a family is likely to benefit from inclusion in the Priority Families programme and that the programme is not discriminating against any group of people.

7. Conditions on use

All parties will ensure that processing of the personal data held, is in keeping with the principles of the Data Protection Act 1998 and the respective party's information and security policies.

Data Sharing principles:

- Only the minimum data required is shared
- That this data is provided to only those with a legitimate need to know on a need to know basis
- That data is only retained for as long as operationally required
- That data is transmitted and stored in a secure manner – see section 8 security measures

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- That data is only used for the specific purpose outlined in this Agreement.

Consent and privacy notices

Consent forms and good practice will continue to take place. Families will be informed about the fact that the service is a joint service and key personal data items will be shared in order to provide a consistent and high quality service.

The programme will provide a privacy notice to the family they are working with along with the consent form.

Breach of confidentiality or data loss

Each party, as a joint Data Controller, will be responsible for personal data held under the Data Protection Act and any actions that may arise as a result of a breach of the Act. Any party must notify Warwickshire County Council of any breach of the Information Sharing Agreement including; unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending party or parties or its subcontractors, employees, agents or any other person within the control of the offending party of any information obtained and held in connection with this agreement.

Any incident reported will be investigated by the partner responsible and also through Warwickshire County Council's information security Incident procedure.

8. Security measures

Parties to the Agreement understand and are fully committed towards ensuring that adequate safeguards are put in place ensuring the safety and security of all the personal information shared.

Information will be marked using the Government protective marking scheme or the equivalent partner's scheme.

Information in documents containing personal or personal sensitive information about an individual should be marked as 'Protect'. Where there are a set of multiple documents or a whole case file on an individual or family this set should be marked as 'Restricted'.

Any information containing lists of individuals or families should be marked as 'Restricted'.

The information where it involves the transfer of personal identifiable information will be shared by email via the Government secure network e.g. gscx.gov.uk, gsi.gov.uk; pnn.police.uk; nhs.net, or by encrypted email or if secure or encrypted email is not available, included in an encrypted attachment. Alternatives are encrypted storage.

Paper documents can be sent using normal post, but for Restricted consider using a tracked service or delivery by hand.

Adequate security should be used by all partners for the information they are holding. A privacy impact will be carried out for new systems that hold Priority Families Programme personal data.

All parties to this Agreement give assurances that any staff who process the shared information, understand they have an obligation to safeguard and protect the information shared by maintaining appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. For example,

- Ensure that unauthorised staff and other individuals are prevented from gaining access to personal information held electronically.

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- Ensuring that staff receive appropriate training to enable them to understand the risks surrounding information security and what safeguards they can take to protect information.
- Ensure any paper copies of information are stored in secure locations and only accessed by those who need to use them.

9. Retention and disposal

Parties to The Agreement understand that the information shared should not be held indefinitely. There is no legislation which expressly requires that the information about the individuals be retained for any set period of time. It should only be retained for as long as it is needed in accordance with each party's retention schedule.

Electronic records - The parties will ensure the destruction of electronic records in line with their retention schedules. For information to be deleted it must be permanently and irrecoverably deleted. All parties will ensure that all back up electronic records are destroyed in a timely manner.

Paper records - The parties may also hold manual paper-based information flowing from the agreement. This manual information will also be retained in line with each party's retention schedule. The parties will ensure the proper disposal of all paper records.

On completion of involvement with the Priority Families programme, a summary of involvement and outcomes achieved will be provided to all relevant parties who have contributed to the work in order that this information can be retained by those agencies informing future assessment of need and intervention. Key programme records will be retained for 7 years following programme completion.

10. Data format

Families will be identified based on the Government National Criteria and Warwickshire Local Criteria, which are group into 4 categories (Child protection/Safeguarding, Health/mental health and wellbeing, Financial inclusion and Housing, Reducing crime/Anti-social behaviour and promoting rehabilitation).

The Warwickshire Observatory will identify families who fulfil a combination of national and local criteria, enabling partners within each of the Local Co-ordinating Groups to assess suitability for participation within the programme. The Observatory will securely hold the source list of identified families/individuals to an agreed data format.

Referral requests will also be received by the Programme Coordinator from partners and key workers and checked against the master list to determine if the criteria apply or the request should be handled as 'business as usual' by the service.

Once identified and confirmed on the Programme, case files will be handled by the programme procedures and each partner involved will continue with current operational processes for the service identified.

The master list (classified as Restricted) holds for each family identified, data on:

Family Last Name
Child's Name
Child's Date of Birth
Adult/Parent's Name
Address and Postcode

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Comments from the Local Coordinating Group meeting (detail comments about the family)

Family review date

Start working with date

Contact Agency

Family plan in place and agency name

School Name

National Criteria that they meet:

Crime (Yes/No), Education (Yes/No), ASB (Yes/No), DWP Benefits (Yes/No)

Local Criteria that they meet:

Examples include -If they live within a Police/Partnership Priority Area or deprived area (top 10%) ,If they have a parent or person living at that address that is a Prolific and Priority Offender (on the Integrated Offender Mgmt Scheme), If a child is NEET (Not in education, employment or training) or at risk of being NEET, If a child is on a Child Protection Plan or is Looked After.

Other areas involved:

Mental health, Drug/Alcohol Misuse, Domestic Abuse, Police Callouts, Accommodation, Fire anti-social behaviour, For some families (traveller flags) and whether they have been in contact with the Targeted Youth Support Service.

There is further information detailing:

If they are on a DWP worklessness benefit

Name of claimant

Type of benefit

Whether its a joint claim

Whether a person is on a work programme or ESF provision

Date the check was made

11. Access and individuals' rights

All parties to this Agreement recognise their obligations under the Data Protection Act (DPA) and Freedom of Information Act (FOIA) and Environmental Information Regulations (EIR) to supply individuals with information upon request, subject to certain conditions and exemptions.

All parties agree that if any organisation receives a request from an individual to access or stop any of the personal information flowing from this Agreement it is their responsibility to process the request under the Data Protection Act.

All parties to this Agreement should make it available to the public by way of their publication schemes and if a member of the public requests a full copy it will be released.

Requests for data relating to the performance of the programme should be directed to and handled by the Programme Coordinator at Warwickshire County Council.

Subject Access

If individuals wish to know what information is held about them, requests must be put in writing to the partner organisation. Warwickshire County Council will be the primary Data Controller for individuals to request access to their records, as they will hold the customer record for Priority Families.

However, should the information requested have originated from another party to this Agreement then they will be contacted within 5 days of receiving the request and

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views sought on whether the information should be disclosed or whether there are any reasons which would legitimise it being withheld.

Complaints

Any formal complaint by an individual regarding any stage of the process will be notified in writing to all partners involved and investigated as part of the organisation's normal complaints procedures.

12. Other conditions

Quality standards

All parties will ensure that they have processes in place to ensure the quality standards of information that they collect, share and that procedures/systems must be in place to guarantee this.

Each Party will keep adequate records to ensure ease of administration, covering all aspects and documentation of the information sharing process.

13. Changes to this Agreement

The Agreement will be reviewed by all parties on or before the first anniversary of the signing of The Agreement. Thereafter, it will be reviewed at least annually or sooner should circumstances warrant it. Any partner can request a change to the Agreement.

The Review will be instigated and carries out by / on behalf of the Warwickshire Priority Families Programme Board

14. Designated officers

Nick Gower-Johnson, Warwickshire Priority Families Coordinator

Tel: 01926 412053, Email: nickgower-johnson@warwickshire.gov.uk

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Appendix A - Signatories to this Agreement

The organisation agrees to supply, share and use data in accordance with the conditions listed above in the Agreement and to absolve the other party/parties from any loss and liability in the event of us being in default of this Agreement.

Organisation	Name	Position
Warwickshire County Council		
Warwickshire Police		
North Warwickshire Borough Council		
Nuneaton & Bedworth Borough Council		
Rugby Borough Council		
Stratford on Avon District Council		
North Warwickshire Citizens Advice Bureau		
Bedworth Rugby and Nuneaton Citizens Advice Bureaux (BRANCAB)		
Stratford and District CAB		
Warwick and District CAB		
Warwickshire Community and Voluntary Action (WCAVA)		
Warwickshire Children's and Voluntary Youth Service (WCVYS)		
Department for Work and Pensions		
Job Centre Plus		
Warwickshire Probation Trust		
Warwickshire Youth Justice and Family Intervention Service		

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Nuneaton & Bedworth Clinical Commissioning Group		
Rugby and Coventry Clinical Commissioning Group		
South Warwickshire Clinical Commissioning Group		
South Warwickshire Foundation Trust		
Relate Warwickshire Ltd		
Bromford Housing / Bromford Living		
Orbit Housing		
Heart Of England Housing		
Midland Heart Housing		
Coventry and Warwickshire Partnership Trust		
North Warwickshire & Hinckley College		
Warwickshire College		
Stratford on Avon College		
King Edward V1 College		
Safeline	Neil Henderson	Safeline
Sycamore Counselling Service		
RAISE		
Barnados		
Nuneaton & Bedworth Leisure Trust		
The names of Further	Organisations and	Authorised signatories
Will be obtained	as	Necessary