

Shropshire Strengthening Families through Early Help

Information Sharing Agreement

2020



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| Version History | | |
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| Version Number | Date | Description |
| 0.1 | Sept 2015 | Draft created by Shropshire Council (based on Family Solutions Phase 1 Memorandum of Understanding and Phase 2 Draft Troubled Families Memorandum of Understanding) |
| 0.2 | Oct 2015 | |
| 0.3 | Dec 2015 | Amended |
| 0.4 | Jan 2016 | Amended |
| 0.5 | Feb 2016 | Amended |
| 0.6 | April 2016 | Amended |
| 0.7 | August 2016 | Amended to reflect changes in Strengthening Families through Early Help process |
| 0.8 | August 2017 | Amended to reflect changes in Strengthening Families through Early Help process |
| 0.9 | August 2019 | Amended to reflect changes in Strengthening Families through Early Help process and GDPR |
| 10.0 | April 2020 | Amended to reflect the introduction of a new case management system (Liquid Logic and some changes to managing an Early Help Episode. |

1. Shropshire Strengthening Families through Early Help Aims and Objectives

1.1 Shropshire Strengthening Families through Early Help seeks to change the way that the public, private, voluntary and community sectors in Shropshire respond to families considered to be in need of Early Help and empower these families to live within their communities.

The aims of Shropshire Strengthening Families are:

- Support families who might need extra help to be happy, healthy and safe.
- Provide relevant, timely support to families.
- Work with families at the earliest stage to make positive changes and build their resilience, at the same time reducing the chance that they will need further support in the future.
- Provide more emphasis on allocating the right intervention to families with more complex needs and developing a shared responsibility to agree how this is delivered.

1.2 The key features of Shropshire Strengthening Families are:

- Understanding the needs of the whole family and ensure that these inform any support provided to the family and individuals within it.
- Providing the opportunity for the family to prioritise their needs, which means that the family has a say, where appropriate, over what support is delivered, to whom and when.
- Provides personalised support for family members
- Working with the family to develop a family agreement and plan which is solution and outcome focused, identifying and building on existing strengths and providing 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.
- Have clear mechanisms for measure progress i.e. by listing actions/goals, stating who is responsible for which activity, providing timescales, asking family members to assess their progress.
- Ensures the voice of the family, including children and young people is heard and taken into account.

1.3 The intended outcomes of Shropshire Strengthening Families through Early Help 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 issues facing the family rather than just the presenting issues.
- 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.

2. The Aims of this Information Sharing Agreement

- 2.1 The purpose of this Information Sharing Agreement ('This ISA') provides the basis upon which co-operating Partner Agencies will facilitate and govern the lawful sharing of information to ensure that agencies can work together to support families in need of Early Help, ensure they meet their identified outcomes and provide evidence for the National Troubled Families Payment by Results programme.
- 2.2 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.
 - Co-ordinate the support that is provided by different agencies to families.
 - Track the outcomes achieved by families who are in receipt of Early Help to assist in evaluating the effectiveness of the programme.
- 2.3 This ISA provides good practice for the sharing of information between Partner Agencies in line with relevant legislation and is an enhancement to other established working practices. It is not intended to restrict the exchange of information and intelligence between operational staff employed by the partner agencies. They will continue to interact by face to face, telephone and electronically in order to carry out their operational duties and responsibilities. Such collaborative working will usually require documented procedures in addition to this Agreement. This will ensure that such information is exchanged in a lawful manner. Documented procedures covering these circumstances must not circumvent this Agreement.

A list of organisations who are a party to this ISA and registered with the agreed Early Help case management system can be found on the Shropshire Early Help website.

3. Information Sharing

3.1 Risk assessment

- 3.1.1 It has been identified that there is a serious risk to safeguarding of children, young people and vulnerable adults if information relating to child protection or vulnerable adult's concerns is not shared. Not sharing information could result in a child, young person or vulnerable adult being left at risk of harm and mistreatment, which would have a negative or detrimental effect in the individual's health, wellbeing and safety. More generally, not sharing information can result in poorer outcomes for service users as the support provided is not based on a full picture of their needs and may not meet their needs.
- 3.1.2 The risks of sharing are the potential for challenge from service users resulting in loss of confidence, disengagement of service users and potential for challenge. Overall, the conclusion reached is that the benefits of sharing information for families outweigh the risk of not sharing information.

3.2 Anonymised information

- 3.2.1 The Data Protection Act 2018 places no restrictions on the disclosure of information that does not identify individuals. If depersonalised data can be used for information sharing there will be no data protection implications. The parties to this ISA have examined whether the information can be anonymised so that it does not identify anyone. The conclusion is that the information needs to be 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 and track families.

3.3 Minimum information shared and identification of families

- 3.3.1 The Partner Agencies agree to share the minimum information necessary to achieve the stated objectives of Strengthening Families through Early Help, which includes the national Troubled Families programme and subsequent government initiatives. Families identified as in need of Early Help will be provided with relevant and timely support.
- 3.3.2 Information and relevant data relating to families who are in receipt of Early Help may be shared as part of wider government initiatives.
- 3.3.3 Families will be identified through agencies identifying families that are in need of Early Help or through families requesting support.
- 3.3.4 Consent for all relevant members of the household to have an early help assessment completed should be gained, where appropriate, using the 'Consent to record and share personal information' form available on the Early Help website. <https://shropshire.gov.uk/early-help/practitioners/early-help-forms/> Professionals should be open and honest with the individual (and/or their family where appropriate) from the outset about why, how and with whom information will, or could be shared.

3.3.5 Consent should also be collected from any child aged 13 or above (where they meet the 'Fraser guidelines' and are considered 'Gillick competent'), who is being supported directly. Young people have the right to support and confidentiality, without the knowledge of their parents. Young people need to be supported to fully understand the purpose of their information being stored and shared.

3.3.6 Personal data will only be shared where it is necessary, proportionate and justified to do so and on a 'need to know' basis. Partner Agencies will always consider alternatives to sharing personal data in the first instance, e.g. statistical, anonymised or pseudonymised information. For further information read 'Information Sharing; advice for practitioners providing safeguarding services to children, young people, parents and carers' HM Government, July 2018.

https://www.shropshire.gov.uk/media/13449/information_sharing_advice_practitioners_safeguarding_services.pdf

There may be other times where some personal information and special category data may be shared with government agencies, for evaluation and research purposes only. The Public Service Delivery chapter of the Digital Economy Act 2017 allows specified bodies to share personal information for objectives which are set out in the regulations, including addressing "multiple disadvantages". Anonymised information sent back to Shropshire Council and/or is published will allow us to improve services. An example of this would be the National Troubled Families Programme.

3.3.7 This ISA allows for the sharing of personalised and depersonalised information in the following formats:

a. Written exchange of information between partner agencies

- delivered and/or received in person
- at formal meetings/case conferences, Family meetings and Strengthening Families Locality Meetings where minutes or notes are produced or actions are recorded
- by recorded/special post
- secure electronic means, including the Early Help case management system (Ecins/Early Help Module of Liquid Logic).

b. Verbal exchange of information between Partner Agencies

- in person
- at formal meetings/case conferences, Family Meetings and Strengthening Families Locality Meetings
- over the telephone

3.3.8 This ISA does not give license for unrestricted access to information another partner agency may hold. It provides the parameters for the safe and secure sharing of information for a justifiable 'need to know'.

3.3.9 Each partner agency must take responsibility for its own decisions to share or not to share as well as what information is appropriate to share. Partner agencies may choose to carry out risk

assessments and/or privacy impact assessments to aid their decision. In addition to this, Partner Agencies will take into account the relevant legislation.

- 3.3.10 Where a Partner Agency to this ISA chooses not to share information, they must provide a full and clear written explanation of the reasons the sharing request has been refused, to the requesting partner.
- 3.3.11 To provide support for families' information is shared (with consent where needed) following the Shropshire Strengthening Families through Early Help process. All families must have:
1. An assessment that takes into account the needs of the whole family;
 2. An action plan that takes account of all (relevant) family members;
 3. A lead worker for the family that is recognised by the family and other professionals involved with the family; and
 4. Clear objectives, outcomes and measures identified in the family action plan.
- 3.3.13 This ISA supports the work of Compass and multi-agency information sharing that is an essential element of the process. Compass is Shropshire's multi agency hub and is the single point of contact for receiving NEW safeguarding concerns or enquiries regarding the welfare and or protection of children and young people in Shropshire.

The Multi Agency Safeguarding Hub (MASH) model creates a secure environment where safeguarding partners share information in a dynamic way in order to identify and assess risk which in turn ensures social care decision makers are able to make necessary and proportionate intervention decisions based on the best possible information available at a given time.

At the earliest opportunity the Compass staff will share information with multi agency partners regarding initial contact and referrals received. Agencies agree to share information which they consider to be relevant and proportionate to the enquiry.

- 3.3.14 The purpose of this ISA is to support an approach to co-ordinating support for families at a local level and improve the outcomes for families. Early Help Family meetings will be a first level response for the family to develop and agree a Whole Family Early Help plan.

Decisions taken at the meeting around actions and named individuals will be recorded on the action plan. Reports on progress and the journey towards identified outcomes will be recorded on the families plan by the relevant named professional. All communication outside of the meeting must be carried out using secure means.

An Early Help professionals meetings can be held to enable partners to discuss practical considerations without the family present. This might include workloads, gaps in provision, local solutions and funding needs.

All information should be treated with the utmost confidentiality.

Organisations represented at these meetings must have signed this ISA.

3.4 Legal provisions

Digital Economy Act 2017

Under Section 35 of the Digital Economy Act 2017 the public service delivery power allows the sharing of personal data between partners listed in the Act for the purposes of:

- condition 1: the purpose is the improvement or targeting of a public service provided to individuals or households, or the facilitation of the provision of a benefit (whether or not financial) to individuals or households;
- condition 2: the purpose is the improvement of the well-being of individuals or households; and

As such the purpose of strengthening families through early help will apply to this and the data shared can be used for this overall objective and more specifically for identifying individuals or households who face multiple disadvantages and enabling the improvement or targeting of public services to such individuals or households and providing for the monitoring and evaluation of programmes and initiatives; This objective is key to successfully delivering the Troubled Families programme.

Data under this power can only be shared between applicable partners for this purpose and cannot be used for any other purpose.

A list of partners this section covers is listed in Appendix 1.

If a partner is not listed in Appendix 1 they will not be able to share data under this provision and will have to find an alternative lawful basis on which to share data.

Other powers to share information

Section 115 of the Crime and Disorder Act 1998 which permits sharing to help prevent or detect crime and Section 8 of the National Audit Act 1983 which imposes a legal obligation on public bodies to provide relevant information to the National Audit Office.

Section 10 of the Children Act 2004 contains implied powers to share and obtain data in order to safeguard and promote the wellbeing of children.

Section 1 of the Localism Act 2011 provides a new power available to local authorities allowing them to do “anything that individuals generally may do.

Regardless as to whether an organisation has express or implied statutory powers, all personal data will be exchanged only as allowed by current law and only where justified, necessary and proportionate to meet the agreed objectives of this ISA. In particular, organisations and employees will comply with:

- Data Protection Act 2018
- General Data Protection Regulation
- The Human Rights Act 1998
- The Common Law Duty of Confidentiality
- Digital Economy Act 2017 (where applicable)

Each party will hold information as data controllers and must ensure that any processing of personal data for which they are responsible complies with the Data Protection Act 2018 and must ensure that any data shared is compliant with the Act.

This Act gives seven rights to individuals in respect of their own personal data held by others:

- Right of subject access.
- Right to prevent processing likely to cause damage or distress.
- Right to prevent processing for the purpose of direct marketing.
- Rights in relation to automated decision making.
- Right to take action for compensation if the individual suffers damage.
- Right to take action to rectify, block, erase or destroy inaccurate data.
- Right to make a request to the Information Commissioner for an assessment to be made as to whether any provision of the Act has been contravened.

In addition, the Act stipulates that anyone processing personal data comply with eight principles of good practice. These principles are legally enforceable:

1. Personal data shall be processed fairly and lawfully.
2. Personal data shall be obtained only for one or more specified lawful purposes.
3. Personal data shall be adequate, relevant and not excessive in relation to the purposes for which they are processed.
4. Personal data shall be accurate and, where necessary kept up to date.
5. Personal data processed for any purpose or purposes shall not be kept longer than is necessary for that or those purposes.
6. Personal data shall be processed in accordance with the rights of data subjects.
7. Personal Information will be protected by appropriate security.
8. Information will not be transferred outside the EEA without adequate protection.

Any requests for information received by partners about information they are holding shall be processed by the receiving party.

The Data Protection Act prohibits the processing of personal information unless a Schedule 2 condition can be met and in the case of sensitive personal information a Schedule 3 condition must also met.

<https://www.shropshire.gov.uk/media/13450/strengthening-families-through-early-help-legislation.pdf>

In this case the relevant lawful conditions for sharing information between partners under the Data Protection Act 2018 for the purposes of the strengthening families programme through early help will be as follows:

- Schedule 9, paragraph 5 (e) – the processing is necessary for the exercise of any functions of a public nature exercised in the public interest by a person.
- Schedule 1, part 2, paragraph 6(1)(b) - the processing is necessary for reasons of substantial public interest
- Schedule 1, part 1, Paragraph 2(e) – the processing is necessary for the provision of social care

4. Restrictions on sharing information

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

4.2 Sensitive personal information

Applying the definitions of sensitive personal information as defined at section 2 of the Data Protection Act 2018, some sensitive information is to be shared within this ISA. It is essential that this information is shared in order to identify whether a family is likely to be suitable for, and benefit from, inclusion in the Strengthening Families through Early Help programme. Sensitive information is also required to ensure that the programme is appropriately targeted and is not discriminating e.g. on grounds of ethnic origin.

5. Fairness and transparency

5.1 Fair processing notices

5.1.1 When disclosing personal information, many of the data protection issues surrounding disclosure can be avoided if the explicit consent of the individual concerned has been sought and obtained in writing. So far as is practical, the lead professional will provide or make readily available the following information as soon as is practicably possible to the family they are working with:

Identity – If it is not readily apparent, the individual(s) must be informed of the name of the organisation / business area collecting the information along with contact details such as a telephone number.

Purposes of the Processing – It must be very clear why the information is needed and how it will be used. Providing this information means there will be no hidden surprises about how a person's information is used.

Whom information will be sought from – Make it very clear what information will be sought from what organisation and why it is needed/how it will be used.

Whom information will be shared with – Make it very clear who the information will be shared with and why. Data will be shared to support families, to improve outcomes, minimize risk and improve the safety of partners.

How information will be stored – where and how information will be stored.

6. Quality assurance

- 6.1 Everyone who works within children's social care and wider children's services has an important contribution to make to ensure we do the best we can for the children and families we work with. We have worked hard to embed our Quality Assurance Framework and raise our standards for practice, changing the culture within children's services to ensure that work is completed in a timely way and that expectations for quality is understood.

As part of our quality assurance process, agencies who have signed up to this ISA may be invited to be involved in the auditing of individual cases and therefore have time limited access to a case other than their own, their access to this case will be removed once the audit is complete.

Recommendations based on learning from audit activity will be shared with Partner Agencies to facilitate improvement in their practice; no identifiable information will be shared.

7. Retention of shared information

7.1 Understanding

Parties to this ISA understand that the information shared should not be held indefinitely. It should only be retained for as long as it is needed in accordance with each party's retention schedule. Article 5 (e) of the GDPR states personal data shall be kept no longer than is necessary for the purposes of which it is being processed. There are some circumstances where we may store data for longer periods (e.g. archiving purposes in the public interest).

Signatories to this ISA must therefore ensure personal data is securely disposed of when no longer needed.

8. Security of shared information

Parties to this ISA 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.

8.1 Identify/evaluate risk

The key consideration of all parties to this agreement is to make sure that their security is adequate in relation to the damage to individuals that a security breach, loss or misuse of information would cause. More sensitive or confidential information therefore needs a higher level of security. However, rather than having different security standards for different pieces of information, Parties agree to adopt a 'highest common denominator' approach, that is, to afford all the information shared a high level of security. Log in details to case management systems will be individually allocated and not shared.

8.2 Secure exchange of information

8.2.1 Information will be shared in the following formats:

- a. Written exchange of information between Partner Agencies can be;
 - delivered and/or received in person
 - distributed at formal meetings/case conferences and Family Meetings where minutes or notes are produced or actions are recorded
 - delivered by recorded/special post
 - delivered by secure electronic means, including ECINS, via a secure network or by a secure or encrypted e-mail. Practitioners must always follow their organisation's policy on security for handling personal information.
 - By case notes or documents uploaded onto the case management system (Early Help Module, Liquid Logic or ECINs)
- b. Verbal exchange of information between Partner Agencies can be;
 - in person
 - at formal meetings/case conferences and Family Meetings
 - over the telephone.

8.2.2. Partners must ensure the secure exchange of information.

8.3 Secure storage of information

All Partners will put in place procedures governing the secure storage of all personal information retained within their manual or electronic systems to comply with principle 7 of the Data Protection Act 2018. Security requirements will include:

- Appropriate security management (e.g. policies, procedures, staff training)

- Appropriate access controls to electronic and manual systems.
- Appropriate physical and environmental security to buildings and other hardware.
- Appropriate back up and disaster recovery systems.

8.4 Mandatory safeguards

8.4.1 All parties should ensure that their workforce have access to and have read; 'Information Sharing; Advice for practitioners providing safeguarding services to children, young people, parents and carers' HM Government, July 2018.

https://www.shropshire.gov.uk/media/13449/information_sharing_advice_practitioners_safeguarding_services.pdf

8.4.2 All parties to this ISA 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.
 - ✓ 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 securely and only accessed by those who need to use them.
 - ✓ Notify the Strengthening Families through Early Help Team of staff leaving and remove their permissions to access any information previously available to them.
 - ✓ If at any time the organisation wishes to withdraw from this protocol they should notify the Strengthening Families Team who will remove authorisation to share and notify partners.

8.4.3 The Partner shall ensure that they inform all their employees, agents, sub-contractors or third parties who are required to access confidential, sensitive or personal information pursuant to this ISA are informed of the confidential nature of the information received and comply with the obligations of confidentiality and obligations of security of information set out in this ISA, and where the agent, sub-contractors or third parties does not become a Partner Agency this shall be effected by the signature of a confidentiality agreement prior to the disclosure by the Partner of any such information to such a third party.

9. Indemnity and limits on liability

9.1 A Partner ("the Defaulting Partner") shall indemnify the other Partner Agencies against all liabilities, costs, expenses, damages and losses, suffered or incurred by a Partner Agency, arising out of or in connection with any claim made for actual or alleged infringement by the Defaulting Partner of their obligations to comply with the Data Protection Act 2018 arising out

of, or in connection with, the sharing, use, retention and recording of personal and sensitive personal data for the purposes of this ISA.

- 9.2 Subject to the following clauses, in no event shall the aggregate liability of any Partner (whether in contract, tort (including negligence or otherwise) and in respect of all claims, losses and damages arising under or in connection with this ISA exceed £50,000.00 under this ISA during the 6 month period before the date on which the loss or damage giving rise the claim arose.
- 9.3 The above limits on liability shall not apply in respect of any indemnities provided by a Partner under this ISA.
- 9.4 Each Partner's liability to the other in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with this ISA shall not extend to any loss of profits, loss of business opportunity, loss of goodwill, loss of data, loss of anticipated savings or any special, indirect or consequential loss or damage whatsoever.
- 9.5 Notwithstanding the above or other limitations and exclusions of liability set out in this ISA, no Partner excludes or limits any liability for:
- personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of a party or its employees; or
 - fraud or fraudulent misrepresentation; or
 - any other liability to the extent the same cannot be excluded or limited by law.

10. Access to personal information and Freedom of Information

10.1 Handling requests for information

- 10.1. All parties to this ISA recognise their obligations under the Data Protection Act (DPA) and, where the party is a public body as defined in Schedule 1 of the Freedom of Information Act 2000, Freedom of Information Act (FOIA) and Environmental Information Regulations, to supply individuals with information upon request, subject to certain conditions and exemptions.
- 10.2. All parties have agreed that if any organisation receives a request from an individual to access any of the information relating to this ISA it is the organisation's responsibility to process the request.
- 10.3. Should an information request have originated from another party to this ISA then they will be contacted within 5 days of receiving the request and views sought on whether the information should be disclosed or whether there are any reasons for the information being exempt from disclosure.

- 10.4 If a member of the public requests a full copy of the signed information sharing agreement, neither party to this ISA has any objections to a full copy being released.

11. Review

This ISA will be reviewed by all parties every three years or sooner should circumstances warrant it.

Each review will examine whether:

- The sharing of information is having the desired effect.
- Fair processing information still provides an accurate explanation of the information sharing activity.
- Procedures for ensuring the quality of information are being adhered to and are working in practice.
- Retention periods are being adhered to and continue to reflect business need.
- Security remains adequate and, if not, whether any security breaches have been investigated and acted upon.
- Individuals are being given access to all the information they are entitled to, and that they are finding it easy to exercise their rights.

12. Termination

Any partner to this ISA may, by providing one month's written notice, terminate their involvement in this ISA and without liability for compensation or damage (except as mentioned in this ISA). Written notice should be sent to Head of Early Help, Partnerships and Commissioning, Shirehall, Abbey Foregate, Shrewsbury, Shropshire. SY2 6ND



Shropshire Strengthening Families Through Early Help Information Sharing Agreement

Version 10 April 2020

Signatories

By signing this ISA the Partner Agency agrees to implement the terms and conditions stated in this Agreement and confirms they have read and understand the indemnity provisions. They will have also read, and understood the 'Information Sharing; Advice for practitioners providing safeguarding services to children, young people, parents and carers' HM Government, July 2018

https://www.shropshire.gov.uk/media/13449/information_sharing_advice_practitioners_safeguarding_services.pdf and made this available to all practitioners who have a responsibility to share information.

Signature.....

Name.....

Title.....

Organisation.....

Date.....

Please complete and return to:
Strengthening Families through Early Help,
Shropshire Council,
Shirehall,
Abbey Foregate,
Shrewsbury,
SY2 6ND

01743 253921

ShropshireStrengtheningFamilies@shropshire.gov.uk