

# Birmingham Children's Collaborative Working Data Sharing Agreement

*For the purpose of safeguarding and promoting the welfare of  
children, young people and their families*

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## Document Control

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## 1 Introduction

- 1.1 This Agreement covers data sharing arrangements between organisations that are party to the Birmingham Children’s Collaborative Working Information Sharing Framework / Policy
- 1.2 Each Party will process Personal Data in accordance with the terms of this Agreement and the Data Protection Legislation.
- 1.3 The arrangements set out in this Agreement are controlled by Data Protection Legislation as identified in the Birmingham Children’s Collaborative Working Information Sharing Framework / Policy.
- 1.4 All Parties are bound by the Data Protection Legislation or other legislation or guidance in the management of Personal Data.
- 1.5 The Principal Parties have defined and signed off this Agreement. Other organisations can make use of this Agreement provided they sign up to its terms by duly executing a Deed of Adherence (example document attached at Appendix B).

## 2 Definitions

- 2.1 **Agreement:** means this Data Sharing Agreement between the Parties as paragraph 1.5 above.
- 2.2 **Data Controller:** takes the meaning given in the Data Protection Legislation
- 2.3 **Data Processor:** takes the meaning given in the Data Protection Legislation
- 2.4 **Data Protection Impact Assessment:** an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data
- 2.5 **Data Protection Legislation:** the Data Protection Act 2018 (“DPA 2018”) and for so long as and to the extent that the law of the European Union has legal effect in the UK, the General Data Protection Regulation (EU 2106/679) (GDPR)
- 2.6 **Data Subject:** has the meaning given in the Data Protection Legislation
- 2.7 **GDPR:** means the General Data Protection Regulation 2016/679
- 2.8 **Personal Data:** has the meaning given in the Data Protection Legislation and means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified directly or indirectly in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identify of that natural person.
- 2.9 **Shared Personal Data:** means Personal Data shared between the Parties to this Agreement.
- 2.10 **Special Category Data:** means Personal Data which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, or genetic data, or biometric data which is processed for the purpose of uniquely identifying a natural person, or data concerning health or data concerning a natural person’s sex life or sexual orientation.
- 2.11 **Criminal Offence Data:** means Personal Data relating to criminal convictions and offences, or related security measures.
- 2.12 **Principal Parties:** are as follows:

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- Birmingham Children’s Trust
- NHS Birmingham and Solihull Clinical Commissioning Group (CCG)
- Birmingham City Council
- The Chief Constable of West Midlands Police (“the Chief Constable”)
- Birmingham Community Health Care NHS Foundation Trust
- Birmingham Women’s and Children’s NHS Foundation Trust
- Birmingham Safeguarding Children Board

2.13 **Adhering Parties:** Parties that have signed up to this agreement and its terms by duly executing a Deed of Adherence.

2.14 **Parties:** means both Principal Parties and Adhering Parties who sign up to this Agreement.

2.15 **Process, processing and processor:** takes the meaning given in the Data Protection Legislation

2.16 **Key Contact:** means a nominated representative from each Party

2.17 **Staff:** means permanent employees or temporary people (interim, agency or social worker students) or other people from third parties authorised by a Party to this agreement.

### 3 Parties

3.1 This Data Sharing Agreement ("the Agreement") dated [13/03/2019] is between organisations working to the Birmingham Collaborative Working Information Sharing Framework / Policy.

3.2 The Parties will be using this information for the respective purposes of the respective services they provide. On this basis the organisations will be acting as Data Controllers each with their own registration.

3.3 This Agreement supersedes any other separate data sharing agreement entered into between the Parties for these purposes and exists to ensure that there are sufficient security guarantees in place for the safe sharing of information in accordance with Data Protection Legislation.

3.4 Information to which this Agreement relates must be handled in accordance with the appropriate legislative and regulatory environment and each Party’s relevant policies and procedures.

### 4 Length of Agreement

4.1 This Agreement will commence on 13/03/2019

4.2 The terms of this Agreement remain binding on any information shared and retained throughout its lifecycle, irrespective of whether the Party continues to work to this Agreement.

### 5 Purpose and objective(s) of the information sharing

5.1 This Agreement describes the Personal Data which it is envisaged shall be shared between the Parties for the purpose of safeguarding and promoting the welfare of children and young people and their families. The scope of the data shared is specifically defined later in this Agreement. This information will also be used for the evaluation of improvement of provision of these services. The purpose of the sharing of information is set out in the Birmingham Children’s Collaborative Working Information Sharing Framework / Policy.

### 6 Data Protection/Privacy Impact Assessment

6.1 It is the responsibility of all Principal Parties and Adhering Parties making use of this Agreement to execute their own Data Protection Impact Assessment.

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## **7 Legal Basis for Sharing Data**

- 7.1 The legal basis is defined at paragraph 5 in the Birmingham Children's Collaborative Working Information Sharing Framework / Policy.

## **8 Data Controller(s)/Ownership of Data**

- 8.1 Each of the Parties agrees that they are each Data Controllers in their own right but there will also be occasions where they are Joint Data Controllers with other Parties to this Agreement.

## **9 Data Items to be Processed**

- 9.1 The data items to be processed are detailed at Appendix A.

## **10 Data Quality**

- 10.1 Each Party will be responsible for providing timely and accurate data. If any Party discovers inaccurate data they retain the responsibility to correct their data and inform the other Parties of the amendment.

## **11 Processes for informing individuals about use of their data**

- 11.1 This can be found at paragraph 4.4 in the Birmingham Children's Collaborative Working Information Sharing Framework / Policy and will be included in the Publication Schemes of the Parties under the Freedom of Information Act 2000 for the Parties where this is required.
- 11.2 The process for informing individuals about the use of their data is included in each Party's privacy statement.
- 11.3 Parties will ensure that they provide guidance to their relevant staff for processing the shared information in accordance with the Data Protection Legislation and this Agreement.

## **12 Access and Security**

- 12.1 The information will be shared solely for the purposes identified and shall not be accessed for any incompatible purpose.
- 12.2 Under no circumstances should Personal Data be processed in any way that is unsecure or left unattended. It is the responsibility of all Parties to ensure that the methods are secure.
- 12.3 In the event of any Party to this agreement becoming aware of a data breach by their organisation under Data Protection Legislation occurring in respect of the Personal Data processed by it under this Agreement it shall notify:-
- the other Parties of the breach as soon as is practicable and
  - report the breach to the Information Commissioner where they deem necessary.
- 12.4 Key Contacts from the relevant Parties to the Agreement for the purpose of notification will be the Parties' Data Protection Officers or equivalent.
- 12.5 All Parties accept that that they are entitled, as a Data Controller, to use Processor(s) to process the Shared Personal Data provided under this Agreement. Each Party acknowledges and accepts that as Data Controller, it is legally required to comply with all aspects of the Data Protection Legislation. In allowing the processing of the Shared Personal Data by a Processor, each Party must therefore:
- ensure that it chooses a Processor providing sufficient guarantees in respect of the technical

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- and organisational security measures governing the processing to be carried out; and
  - take reasonable steps to ensure the Processor's compliance with those measures, which includes monitoring the organisational and technical security measures of the Processor and maintaining documentary evidence of its compliance monitoring; and
  - ensure that the processing is carried out under a contract which:
    - is made or evidenced in writing; and
    - under which the Processor is to act only on instructions from the instructing Party; and
    - requires the Processor to comply with obligations equivalent to those imposed upon each Party to this Agreement
- 12.6 Each Party will ensure that all its staff with access to the information have received appropriate information governance training and are aware of the confidential nature and duties placed on those processing personal data. This includes ensuring they have appropriate monitoring, policies and procedures in place for all relevant staff.
- 12.7 Failure to meet the standards within this Agreement will result in a review by the Principal Parties to consider remedial action and if the information should continue to be shared.
- 12.8 Each Party will ensure information will not be processed outside of the European Economic Area without the appropriate safeguards being in place to satisfy the Data Protection Legislation. Before information can be processed outside of the EEA all Parties must be informed of this intent with notice in writing.
- 12.9 Each Party will comply fully with the common law duty of confidentiality, the Data Protection Legislation and all other relevant legislation. Particular attention must be paid to ensuring the security of information and systems. Each Party will protect all information within their control from unauthorised or unlawful processing, accidental loss, destruction or damage, and acknowledges they have implemented the required technical and organisational measures.
- 12.10 Each Party undertakes to keep Personal Data safe and secure at all times. Only relevant Staff of the Parties will have access to the information and all records will be treated as confidential.
- 12.11 Records may also be kept in paper format where they will be stored in appropriate secure storage where only the Parties' Staff will have access or control of the records.
- 12.12 Regulatory bodies may request information that may have to be provided by the Parties under the appropriate legislation.

No Party shall use any Personal Data for any purpose other than the purpose defined in the Birmingham Children's Collaborative Working Information Sharing Framework / Policy or otherwise as agreed in writing between the Parties.

### **13 Processes for dealing with Information Rights, Requests and Complaints**

- 13.1 Each Party is responsible for complying with complaints, queries and objections regarding information sharing, information rights, freedom of information and Environmental Information Regulation (EIR) requests directed to their organisation in line with the relevant Acts or policies in place and at no cost to any other Party to this Agreement.
- 13.2 Where information is held jointly, it is the responsibility of the Party receiving the request to ensure they fulfil the request for the data they process. For data held by other Parties to this agreement the requestor will be directed to the appropriate contacts for the most relevant Parties.
- 13.3 Contact details for each organisation can be found on their website.

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## **14 Retention periods**

14.1 The Parties will retain the data in accordance with their data retention policy.

## **15 Disposal of information**

15.1 Information will be destroyed according to each Party's disposal and destruction policy.

## **16 Other obligations**

16.1 This Agreement shall be governed and construed in accordance with English Law and the Parties agree to submit to the exclusive jurisdiction of the English Court.

16.2 Each Party receiving Health data shall commit to complying with NHS Digital Data Security and Protection Toolkit or equivalent level of assurance (such as ISO27001, Cyber Essentials Plus).

## **17 Review of Agreement**

17.1 The provisions of this Agreement shall be reviewed on the first of:

- the annual anniversary of this Agreement or the last review; and or
- changes to legislation or Court decisions which have material impact on the provisions of this Agreement

17.2 The information sharing and this agreement will be reviewed by a suitably qualified group made up of representatives from each Party, at a minimum annually, and on an ad hoc basis as and when required to ensure the agreement remains fit for purpose and that the information sharing is continuing to effectively achieve its objectives. This agreement will remain in force irrespective of whether the agreement has been officially reviewed until a notice of termination is served.

## **18 Parties that have signed a deed of adherence**

18.1 Adhering Parties have signed a deed of adherence to this agreement and will be listed with relevant details on the Birmingham Safeguarding Children Board website.

## **19 Termination and variation**

19.1 Any Party may leave this Agreement by giving formal notice to other Parties in a timescale to be agreed on a case by case basis to allow for the impact of the loss of the data processing by the other Parties to be understood and mitigating action initiated.

19.2 Any proposed changes to the Principal Parties involved in this Agreement, to the purposes of the information sharing, the nature or type of information shared or manner in which the information is to be processed and any other suggested changes to the terms of this Agreement must be notified immediately to the other Principal Parties so that the impact of the proposed changes can be assessed. The Principal Parties will be expected to engage in necessary dialogue and sign-off of changes in a reasonable period of time (typically 15 working days for minor changes).

19.3 No variation of the Agreement shall be effective unless agreed by the Principal Parties' signatories.

19.4 Principal Parties will be expected to consider and if appropriate accept organisations who wish to join the agreement through a deed of adherence in a reasonable period of time (typically 15 working days).

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## **20 Dispute Resolution**

- 20.1 In the event of a dispute arising under this Agreement, authorised representatives of the Parties will discuss and meet as appropriate to try to resolve the dispute within ten (10) working days of being requested in writing by any Party to do so. If the dispute remains unresolved, it will then be referred to a senior manager from each of the Parties who will use all reasonable endeavours to resolve the dispute within a further ten (10) working days.
- 20.2 In the event of failure to resolve the dispute through the steps set out above the Parties agree to attempt to settle it by agreed independent mediation.

## **21 Indemnities**

- 21.1 Each Party shall indemnify the other against all liabilities, costs, expenses, damages and direct losses (including but not limited to any loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying Party, its employees or agents, provided that the indemnified Party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.
- 21.2 This indemnity does not extend to fines issued by the Information Commissioners Office.

## **22 Data Shared and Data Flows**

- 22.1 Data shared and information flows are described at appendix A.



**Principal Party Signatures**

**For and On behalf;**

**Birmingham Children's Trust**

Signature

Signature

Print Name

Print Name

Position

Position

Date

Date

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**For and On behalf;**

**Birmingham City Council**

Signature

Signature

Print Name

Print Name

Position

Position

Date

Date

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**For and On behalf;  
West Midlands Police**

Signature

Signature

Print Name

Print Name

Position

Position

Date

Date

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**For and On behalf;**

**Birmingham Safeguarding Children Board**

Signature

Signature

Print Name

Print Name

Position

Position

Date

Date

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**For and On behalf;**

**Birmingham Community Healthcare NHS  
Foundation Trust**

Signature

Signature

Print Name

Print Name

Position

Position

Date

Date

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**For and On behalf;**

**Birmingham Women's and Children's NHS  
Foundation Trust**

Signature

Signature

Print Name

Print Name

Position

Position

Date

Date

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**For and On behalf;**

**NHS Birmingham and Solihull Clinical  
Commissioning Group**

Signature

Signature

Print Name

Print Name

Position

Position

Date

Date

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## Appendix A – Data Shared and Data Flows

The below tables include information that can be shared and how but will not necessarily be shared routinely, some information will be on a case by case basis as required. Information will be shared that relates to professionals working in these organisations as well as people receiving the services.

### 1 Birmingham City Council

#### 1.1 Data items Shared

<b>Data Item(s) Personal Data</b>
Forename
Surname
Middle name
Date of birth
Occupation
NHS number
Address (including postcode and Unique Property Reference Number)
Date of occupancy at address
Sex
Services received by child and Family
Referrals and requests for additional support
Case files
Parents of children potentially eligible for 2 year old early education entitlement
Referrals and requests for additional support
Early Education Entitlement data - Funding age of child accessing the entitlement
Nature of occupancy (Owned, Social Rented, Private Rented/ Temporary)
Date of Death
Family composition/relationships data
Early Years, Childcare and Education Setting information
School / Education placement and history
School attendance data
School exclusion and case data
Early Education Entitlement data – setting where child has taken up their entitlement
NEET status, date of status change, details of status
Early Help Assessments and Plans (needs identified, assessment and plan scores, reasons for case closure)
National Insurance Number

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Age
Benefits status
Family's Financial status
Services received by child and family (various organisations)
Services received allocated worker name and contact information and dates involved (e.g. Health Visitor , GP, Social Worker)
Referrals and requests for additional support
Case Notes
Identification numbers (various depending on system)
Language(s) spoken
Unique Pupil Number (UPN)
Phone number
Email address
Carer details

<b>Data Item(s) Special Category Data</b>
Ethnicity
Services received by child and Family
Referrals and requests for additional support
Case files
Early Help Assessments and Plans (needs identified (health related), assessment and plan scores, reasons for case closure) (also case files)
Special educational needs and disability including Education Health and Care Plan (EHCP)
Religion
Disability
Health conditions (Mental, Emotional and Physical, including weight conditions)

<b>Criminal Offence Data</b>
To be completed by BCC Early Help
ASB incidents, date of incident, action taken
Services received by child and family (ASB intervention)
Services received allocated worker name and contact information and dates involved

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## 1.2 Data Flows

Data Type	Format	From	To	Transport/Transmission method
Personal Data	Physical Electronic Verbal	Birmingham City Council	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email. Data Extract from database via API on internal shared network (BCC / Trust). Verbal - Telephone / skype for business or face to face.
Special Category Data	Physical Electronic Verbal	Birmingham City Council	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email. Data Extract from database via API on internal shared network (BCC / Trust). Verbal - Telephone / skype for business or face to face.
Criminal Offence Data	Physical Electronic Verbal	Birmingham City Council	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email. Data Extract from database via API on internal shared network (BCC / Trust). Verbal - Telephone / skype for business or face to face.

## 2 Birmingham Community Healthcare Foundation Trust (BCHC)

### 2.1 Data items Shared

Data Item(s) Personal Data
Name
Address/ telephone no
DOB
Occupation
Age at child's birth
Gender
NHS Number
Education Setting
EY setting
Relationship Data

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Number of previous live births to mother
Gestation
Place of birth
Birth weight
Registered GP name and practice address

<b>Data Item(s) Special Category Data</b>
Ethnicity as relevant
Religion as relevant
Health as relevant – Disability & Diagnosis including information where parental issues may impact on a child
Health information may include as relevant to referral or concern - treatment centres or nature of treatment
Language including need for Interpreter / Signing
Nationality
HV Team/ SN team/ Spec SN Team/Clinical team identity involved with family
Status of child relating to statutory plans or support plans and dependency under Right Help Right Time (RHRT)
Services received by child and family
Referrals and requests for additional support
Assessment
Case files, including outcomes
PPRC status – Person Posing a Risk to Children

<b>Criminal Offence Data</b>
Criminal Offence data/information including previous offending history where relevant
Listed agendas for MARAC and MASE meetings (high risk domestic abuse)
Date of Incident & outcomes and action
Details of incident including any scale of risk assessment
Crime number & address of perpetrators (& alleged) & victims where relevant (domestic abuse)
Relevant identity of perpetrators (& alleged) & victims
PPRC status – Person Posing a Risk to Children

## 2.2 Data Flows

Data Type	Format	From	To	Transport/Transmission method
Personal Data	Physical Electronic Verbal	Birmingham Community Healthcare Foundation Trust (BCHC)	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email Verbal - Telephone or face to face

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Special Category Data	Physical Electronic Verbal	Birmingham Community Healthcare Foundation Trust (BCHC)	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email Verbal -Telephone or face to face
Criminal Offence Data	Physical Electronic Verbal	Birmingham Community Healthcare Foundation Trust (BCHC)	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email Verbal - Telephone or face to face

### 3 Birmingham Women's and Children's NHS Foundation Trust (BWC)

#### 3.1 Data items Shared

<b>Data Item(s) Personal Data</b>
Name
Address/ telephone no
DOB
Occupation
Parent name/DOB
Gender
Education Setting
EY setting

<b>Data Item(s) Special Category Data</b>
Ethnicity as relevant
Religion as relevant
Named previous partners linked with child/parent and nature of relationships
Health as relevant – Disability & Diagnosis including information where parental issues may impact on a child
Health information may include as relevant to referral or concern - treatment centres or nature of treatment
Language including need for Interpreter / Signing
NHS No
Nationality
HV Team/ SN team/ Spec SN Team/Clinical team identity involved with family
Status of child relating to statutory plans or support plans and dependency under Right Help Right Time (RHRT)

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Services received by child and family
Referrals and requests for additional support
Assessment
Case files, including outcomes

<b>Criminal Offence Data</b>
Personal data relating to criminal convictions and offences or related to security measures

### 3.2 Data Flows

Data Type	Format	From	To	Transport/Transmission method
Personal Data	Physical Electronic Verbal	Birmingham Women's and Children's NHS Foundation Trust (BWC)	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email Verbal - Telephone or face to face
Special Category Data	Physical Electronic Verbal	Birmingham Women's and Children's NHS Foundation Trust (BWC)	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email Verbal - Telephone or face to face
Criminal Offence Data	Physical Electronic Verbal	Birmingham Women's and Children's NHS Foundation Trust (BWC)	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email Verbal - Telephone or face to face

## 4 Birmingham Children's Trust

### 4.1 Data Items Shared

<b>Data Item(s) Personal Data</b>
Marital Status
Name
Address (including postcode and Unique Property Reference Number)
Occupation
Date of occupancy at address

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Nature of occupancy (Owned, Social Rented, Private Rented/ Temporary)
Date of Birth
Date of Death
Family composition/relationships data
School / Education placement and history
School attendance data
School exclusion and case data
Nursery attendance status
Family Support/Social Care case status (FS case, CIN, CP, LAC) and start and end dates. Reasons for case closure
NEET status, date of status change, details of status
Early Help Assessments and Plans (needs identified, assessment and plan scores, reasons for case closure)
Care Plans
Missing periods for LAC
Homelessness applications, length of time in temporary accommodation
Special Guardianship Order status
Child Arrangement status
Supervision Order status
NHS number
Qualifications
National Insurance Number
Sex
Birth weight
Place of birth
Gestation
Age
Number of previous live births to mother
Benefits status
Family's Financial status (debts and if manageable)
Services received by child and family (various organisations)
Services received allocated worker name and contact information and dates involved (e.g. Health Visitor , GP, Social Worker)
Referrals and requests for additional support
Details of contacts with Children's Advice & Support Service (CASS)

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Case Notes
Identification numbers (various depending on system)
Language(s) spoken
Unique Pupil Number (UPN)
Email address
Carer details
Adoption records
Immigration status
Hobbies/Interests

<b>Data Item(s) Special Category Data</b>
Social Care categories of concern
Ethnicity
Early Help Assessments and Plans (needs identified (health related), assessment and plan scores, reasons for case closure)
Special educational needs and disability including Education Health and Care Plan (EHCP)
Religion
Disability
Sexuality
Health conditions (Mental, Emotional and Physical, including weight conditions)
PPRC (Person Posing a Risk to Children) Status
Immunisation records

<b>Data Item(s) Criminal Offence Data</b>
Youth offending offence type, date committed, outcome type, date of outcome, remand status
Early Help Assessments and Plans needs identified (offending related), assessment and plan scores, reasons for case closure
Domestic Violence call outs by West Midlands Police, Red Amber Green rating, action taken, victim and defendant name, date of birth, date and address of incident
ASB incidents, date of incident, action taken

**Data Item(s) which may be shared where access to shared computer systems is provided. This may**

<b><u>contain Personal, Special Category or Criminal Offence Data.</u></b>
Country of Birth
CP/LAC / CIN Plans
Case files (including observations, plans and assessment data)
Warnings
Other reference numbers (e.g. Passport, URN)
Adoption status (e.g. AOG)
Legal Status (e.g. interim care order, placement order granted etc.)
Placement address and history
File details
Other Names (previous and alias)
Other classifications (e.g. communication needs, social care open case marker)
Case allocation and history (including worker contact details and work address)
Qualifications
Reports (in built)
Service agreements and approvals

#### 4.2 Data Flows

<b>Data Type</b>	<b>Format</b>	<b>From</b>	<b>To</b>	<b>Transport/Transmission method</b>
Personal Data	Physical Electronic Verbal	Birmingham Children's Trust	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email (egress or PSN) Verbal -Telephone / skype for business or face to face Access to shared computer systems.
Special Category Personal Data	Physical Electronic Verbal	Birmingham Children's Trust	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email (egress or PSN) Verbal - Telephone / skype for business or face to face.

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Data Type	Format	From	To	Transport/Transmission method
				Access to shared computer systems.
Criminal Offence Data	Physical Electronic Verbal	Birmingham Children's Trust	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email (egress or PSN) Verbal - Telephone / skype for business or face to face  Access to shared computer systems.

## 5 West Midlands Police

### 5.1 Data Items Shared

Data Item(s) Personal Data
Name
Address (including postcode and Unique Property Reference Number)
Date of Birth/Age
Sex
Referrals and requests for additional support
Offending history, including offence type, date committed, outcome type, date of outcome, remand status
Other arrest data, including relevant arrests not resulting in successful prosecution.
Relevant police intelligence
ASB incidents – date, circumstances and action taken.
Voluntary interview information.
Missing data
Caution and community resolution data.

Data Item(s) Special Category Data
Ethnicity

Data Item(s) Criminal Offence Data
Domestic Violence incident logs attended by West Midlands Police, (High/medium/standard risk assessments), date and address of incident

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Crime Number
Child-abuse non-crime records in respect of missing persons reports investigated by West Midlands Police, date and address of incident

## 5.2 Data Flows

Data Type	Format	From	To	Transport/Transmission method
Personal Data	Physical Electronic Verbal	West Midlands Police	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email (egress or PSN) Verbal - Telephone / skype for business or face to face.  Access to shared computer systems.
Special Category Personal Data	Physical Electronic Verbal	West Midlands Police	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email (egress or PSN) Verbal - Telephone / skype for business or face to face.  Access to shared computer systems.
Criminal Offence Data	Physical Electronic Verbal	West Midlands Police	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email (egress or PSN) Verbal - Telephone / skype for business or face to face.  Access to shared computer systems.

## 6 Birmingham Safeguarding Children Board

### 6.1 Data Items Shared

<b>Data Item(s) Personal Data</b>
Audit Reviews – This could include any or all of the above from the other organisations as relevant.
Details for training registration purposes.
Serious Case Reviews (from 1 April 2019 to be called Local Child Practice Safeguarding Reviews).

<b>Data Item(s) Special Category Data</b>
Audit Reviews – This could include any or all of the above from the other organisations as relevant.

<b>Data Item(s) Criminal Offence Data</b>
Audit Reviews – This could include any or all of the above from the other organisations as relevant.
Serious Case Reviews (from 1 April 2019 to be called Local Child Practice Safeguarding Reviews).

### 6.2 Data Flows

Data Type	Format	From	To	Transport/Transmission method
Personal Data	Physical Electronic Verbal	Birmingham Safeguarding Children Board	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email (egress or PSN) Verbal - Telephone / skype for business or face to face Access to secure shared portal for information sharing.
Special Category Personal Data	Physical Electronic Verbal	Birmingham Safeguarding Children Board	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email (egress or PSN) Verbal - Telephone / skype for business or face to face

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Data Type	Format	From	To	Transport/Transmission method
				Access to secure shared portal for information sharing.
Criminal Offence Data	Physical Electronic Verbal	Birmingham Safeguarding Children Board	Principal Parties and Adhering Parties as relevant.	Physical – Hand delivery or secure courier or recorded delivery. Encrypted email (egress or PSN) Verbal - Telephone / skype for business or face to face Access to secure shared portal for information sharing.

**Appendix B – Deed of Adherence**

**Deed of Adherence**

*[Set out below is a simple deed of adherence, that new parties should be asked to sign when they join the Birmingham Collaborative Working Information Sharing Framework (“the Framework”) and before they are given access to any personal data. This could be used in a stand-alone form, or amalgamated into any paperwork put in place when an organisation joins]*

**THIS DEED OF ADHERENCE** is made the                    day of                    201[ ] by **[NAME OF NEW PARTY ] [PARTY DETAILS – COMPANY / CHARITY REGISTRATION NUMBER, ADDRESS]** (the “Covenantor”)

**SUPPLEMENTAL** to an data sharing agreement (the “**Agreement**”) dated **[INSERT DATE]** between the Principal Parties to the Framework (**“the Principal Parties”**) as may be amended from time to time

**WITNESSES** as follows:

The Covenantor hereby confirms that a copy of the Agreement has been supplied to them and hereby covenants with each of the Principal Parties (as defined in the Agreement) to observe, perform and be bound by all the terms of the Agreement which are capable of applying to the Covenantor to the intent and effect that the Covenantor shall be deemed to be a party to the Agreement with effect from the date of this Deed. A table showing the associated data flows is appended to this Deed.

This Deed shall be governed by and construed in accordance with the laws of England and Wales.

**IN WITNESS** of which this Document has been    )  
**EXECUTED** as a Deed by the said                    )  
**[INSERT NAME OF NEW PARTY]**                    )  
by (insert title of authorised person(s))

.....

**[SIGNATURE OF WITNESS]**  
**[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]**

.....

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## Schedule 1

### 1. Data Items Shared

Data Item(s) Personal Data

Data Item(s) Special Category Data

Data Item(s) Criminal Offence Data

## 2. Data Flows

<b>Data Type</b>	<b>Format</b>	<b>From</b>	<b>To</b>	<b>Transport/Transmission method</b>
Personal Data				
Special Category Personal Data				
Criminal Offence Data				