



WSAB Information Sharing Agreement

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1. Introduction

- 1.1 Warwickshire Safeguarding Adults Board (WSAB or the Board) has been established by the Council under section 43 of the Care Act 2014 to help and protect adults in Warwickshire who have needs for care and support and are experiencing, or are at risk of, abuse or neglect, and as a result of those needs are unable to protect themselves. It seeks to achieve this objective by co-ordinating and ensuring the effectiveness of what each Safeguarding Partner does.
- 1.2 The Board operates in accordance with the legal frameworks set out in the Care Act 2014 and the Care and Support Statutory Guidance ('the Statutory Guidance').
- 1.3 Warwickshire Safeguarding Adults Board is comprised of:
- 1.4 The Board;
- 1.5 Three subgroups being: Joint Safeguarding Reviews Subgroup with Warwickshire Safeguarding Children Partnership; Quality and Performance Subgroup; and Learning, Communications and Engagement Subgroup

2. Parties to the Agreement

- 2.1 Warwickshire Safeguarding Adults Board is a multi-agency partnership between:
 - 2.1.1 Warwickshire County Council;
 - 2.1.2 Warwickshire Police;
 - 2.1.3 Coventry and Warwickshire Integrated Care Board;
 - 2.1.4 Warwickshire Fire and Rescue Service;
 - 2.1.5 NHS England;
 - 2.1.6 Care Quality Commission;
 - 2.1.7 West Midlands Ambulance Service;
 - 2.1.8 Coventry and Warwickshire Partnership NHS Trust;
 - 2.1.9 George Eliot Hospital NHS Trust;
 - 2.1.10 University Hospitals Coventry and Warwickshire NHS Trust;
 - 2.1.11 South Warwickshire NHS Foundation Trust;
 - 2.1.12 North Warwickshire Borough Council;
 - 2.1.13 Nuneaton and Bedworth Borough Council;
 - 2.1.14 Rugby Borough Council;



- 2.1.15 Stratford-on-Avon District Council;
- 2.1.16 Warwick District Council;
- 2.1.17 Healthwatch Warwickshire;
- 2.1.18 National Probation Service;
- 2.1.19 Warwickshire Age UK;
- 2.1.20 Change Grow Live;
- 2.1.21 Office of the Warwickshire Police and Crime Commissioner (“OPCC”);
- 2.1.22 Warwick District Faith Forum;
- 2.1.23 Public Health WCC;
- 2.1.24 Myton Hospice;
- 2.1.25 Compass Drug and Alcohol Service;
- 2.1.26 Warwickshire Equality and Inclusion Partnership (EQUIP);
- 2.1.27 Warwickshire Community and Voluntary Action (WCAVA); and
- 2.1.28 Such other strategic partnerships and organisations with responsibilities to address issues relevant to safeguarding adults as the Board may appoint.

together the “**Partner Agencies**”.

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

3. Agreed Purpose

- 3.1 The “**Agreed Purpose**” of this Information Sharing Agreement is to provide a framework to facilitate the appropriate sharing of information between the Partner Agencies in order to safeguard and promote the welfare of adults in Warwickshire and to protect them from harm.
- 3.2 This Information Sharing Agreement recognises that the UK General Data Protection Regulation (“**GDPR**”) and the Data Protection Act 2018 (together, the “**Data Protection Legislation**”) are not barriers to justified information sharing but rather ensure that information sharing is necessary, proportionate, relevant, adequate, accurate, timely and secure.
- 3.3 This Information Sharing Agreement recognises that information sharing decisions should be recorded by the disclosing Partner Agency.
- 3.4 In relation to adults who have needs for care and support and who are experiencing or at risk of abuse or neglect, this Information Sharing Agreement:



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

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

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

- 3.5.1 To share information to enable or assist the Warwickshire Safeguarding Adults Board to do its job;
- 3.5.2 To share information when it is in the interests of vulnerable adults;
- 3.5.3 To facilitate the referral to Partner Agencies for immediate action to protect vulnerable adults;
- 3.5.4 To facilitate the prevention, detection and prosecution of crime;
- 3.5.5 To facilitate the provision of advice;
- 3.5.6 To facilitate adult safeguarding investigations;
- 3.5.7 To facilitate the identification of patterns or low-level concerns that may reveal an adult to be at risk of abuse;
- 3.5.8 To facilitate referrals to Partner Agencies or other organisations for vulnerable adults or those suspected of perpetrating abuse or neglect;
- 3.5.9 To conduct Safeguarding Adult Reviews (“**SARs**”) and any other reviews to aid local learning and improvement in safeguarding services;
- 3.5.10 To facilitate notification and referrals to the Disclosure and Barring Service, to the organisations who may need to take action, and to service providers; and
- 3.5.11 To conduct Multi-Agency Audits.



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

4. Legislative Framework and Legal Basis for Sharing Information

- 4.1 The lawful basis for processing the Shared Personal Data is set out in Article 6(1)(e) of the UK GDPR (processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller).
- 4.2 The condition for processing any Shared Personal Data that comprises of special category data is set out in Article 9(2) (g) and (h) of the UK GDPR:
- 4.2.1 processing is necessary for reasons of substantial public interest, on the basis of domestic law and which shall be proportionate to the aim pursued.
 - 4.2.2 processing is necessary for the purposes of the provision of health or social care or treatment or the management of health or social care systems and services on the basis of domestic law.
- 4.3 The Information Sharing Agreement is underpinned by the following legislation, statutory and policy guidance:
- 4.3.1 The Care Act 2014 (including the Statutory Guidance) which requires the establishment of a Safeguarding Adults Board (SAB) comprising the local authority, the Integrated Care Board (formerly known as the Clinical Commissioning Group) in the local authority's area and the Chief Officer of Police in the local authority's area, to assure itself that local safeguarding arrangements and partners act to help and protect adults in the locality.
 - 4.3.2 The Data Protection Act 2018.
 - 4.3.3 The UK General Data Protection Regulation.
 - 4.3.4 Crime and Disorder Act 1998, section 115.
 - 4.3.5 The Human Rights Act 1998.
 - 4.3.6 The Criminal Justice Act 2003, section 325.
 - 4.3.7 Domestic Violence, Crime and Victims Act 2004.
 - 4.3.8 Caldicott Review of Information Governance 2013.
- 4.4 Each Partner Agency shall ensure that it processes the Shared Personal Data fairly and lawfully during the Term of this Agreement.



- 4.5 Each Partner Agency shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.
- 4.6 If during the Term of this Agreement the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that the SPoCs will negotiate in good faith to review the Agreement in the light of the changes.
- 4.7 The Partner Agencies have a range of statutory duties between them and typically will be able to lawfully share personal data based on (but not limited to) the legal gateways set out above.

5. Data Protection

5.1 This Information Sharing Agreement sets out the framework for the sharing of personal data between the Partner Agencies as controllers (within the meaning of the Data Protection Legislation). The Partner Agencies acknowledge that each Partner Agency will regularly disclose to another Partner Agency or the other Partner Agencies personal data for the Agreed Purpose of this Information Sharing Agreement (“**Shared Personal Data**”).

5.2 The following types of Personal Data will be shared between the parties during the Term of this Agreement:

- (a) Address,
- (b) Age,
- (c) Date of Birth,
- (d) Family Details,
- (e) Next of Kin,
- (f) NHS Number,
- (g) Postcode,
- (h) Telephone Number,
- (i) Title,
- (j) First name and Surname.

5.3 The following types of special categories of Personal Data will be shared between the parties during the Term of this Agreement, which may include but is not limited to:



- (a) Disability,
- (b) Long Standing Illness Information,
- (c) Sensory Details,
- (d) Gender Identity,
- (e) Gender,
- (f) Health Data,
- (g) Racial or ethnic origin,
- (h) Political opinions,
- (i) Religious or philosophical beliefs,
- (j) Trade union membership,
- (k) Genetic data,
- (l) Biometric data (where used for identification purposes),
- (m) Lifestyle.

5.4 Each Partner Agency shall comply with all the obligations imposed on a controller under the Data Protection Legislation.

5.5 Each Partner Agency shall:

5.5.1 process Shared Personal Data fairly, lawfully and transparently;

5.5.2 process the Shared Personal Data only for the Agreed Purpose of this Information Sharing Agreement;

5.5.3 ensure that personal data to be shared is accurate and up-to-date;

5.5.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data. Without limitation to this clause, this shall include ensuring that any information shared via email is shared in an encrypted attachment, shared between secure email domains or shared using an encrypted email service;

5.5.5 ensure a level of security appropriate to:

5.5.5.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

5.5.5.2 the nature of the Shared Personal Data to be protected.

5.5.6 ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in 5.5.4;



- 5.5.7 ensure the level, content and regularity of training provided shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and Processing of the Shared Personal Data;
 - 5.5.8 keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term of this Agreement;
 - 5.5.9 ensure that individuals are informed about the collection and use of their personal data and are provided with the privacy information required by the Data Protection Legislation;
 - 5.5.10 respect its obligations to comply with data subject access requests under the Data Protection Legislation and information requests under the Freedom of Information Act 2000 and provide reasonable assistance to each other Partner Agency to comply with their obligations.
- 5.6 The SPoC for each Partner Agency is responsible for maintaining a record of Subject Rights Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- 5.7 In the event of a dispute, complaint or claim brought by a Data Subject or the Information Commissioner concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other in writing about any such disputes, complaints or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 5.8 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Information Commissioner. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 5.9 Each party shall abide by a decision of a competent court in the UK or of the Information Commissioner ensuring:
- 5.9.1 not to transfer any Shared Personal Data received from another Partner Agency outside the European Economic Area;
 - 5.9.2 to notify the other Partner Agencies without undue delay on becoming aware of any breach of the Data Protection Legislation and provide reasonable assistance to each other Partner Agency as is necessary to facilitate the handling of any personal data breach in an expeditious and compliant manner.

- 5.10 The parties shall each comply with its obligation to report a Personal Data Breach to the Information Commissioner and (where applicable) Data Subjects under the Data Protection Legislation:
- 5.10.1 provide the other Partner Agencies with contact details of at least one employee as a single point of contact (“SPoC”) and responsible manager for all issues arising out of the Data Protection Legislation;
 - 5.10.2 keep a record of what Shared Personal Data has been shared, with which Partner Agency (Agencies) and the reasons or Agreed Purpose why it was shared and keep a record of decisions not to share information and the reasons why it was not shared; and
 - 5.10.3 keep the Shared Personal Data for no longer than is necessary for the Agreed Purpose or for that Partner Agency’s statutory functions.
- 5.11 The Partner Agencies acknowledge that the Shared Personal Data will regularly be special category data within the meaning of the Data Protection Legislation. Special category data will be shared only where there is an additional special category condition within the meaning of the Data Protection Legislation. That special category condition is likely to be one of those defined in clause 5.3.

6. Monitoring, review and indemnity

- 6.1 Each Partner Agency shall ensure that its lead officer or SPoC maintains oversight of this Information Sharing Agreement.
- 6.2 The content of this Information Sharing Agreement will be reviewed initially after six months and thereafter annually by the Partner Agencies to ensure compliance with legislation and to review the effectiveness of this data sharing initiative.
- 6.3 Any additional Data Receiver that wishes to be part of this data sharing initiative and Agreement shall complete and submit a data sharing request form. Each Partner Agency must then complete and submit a data sharing decision form. The consent of every Partner Agency is required in order that the additional Partner Agency be included into this Agreement.
- 6.4 In the event that a Partner Agency terminates its involvement in this Agreement or a new Data Receiver joins the Agreement, an amended and updated version of this Agreement will be drafted as soon as practicable and circulated to all other parties. It will be the responsibility of the leaving Partner Agency to retain any data shared for Safeguarding Adult Reviews in accordance with their own retention policy.



- 6.5 Any changes to this Information Sharing Agreement must be agreed in writing by all the Partner Agencies.
- 6.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 6.7 If any provision or part-provision of this Agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 6.8 Where a Partner Agency has decided not to share information that has been requested by another Partner Agency, that Partner Agency will provide its record of the reasons for the decision not to share the information, including the consideration of the safety and well-being of the affected individual.
- 6.9 Each Partner Agency undertakes and agrees to pursue a positive approach towards resolving any dispute which maintains a strong working relationship between the Partner Agencies. Each Partner Agency's SPoC or lead officer will use all reasonable endeavours to identify a mutually acceptable solution.
- 6.10 Each Partner Agency will keep each of the other Partner Agencies fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement.
- 6.11 Each Partner Agency shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 28 days, the Partner Agency not affected may terminate this Agreement by giving written notice to the affected Partner Agency.

