

APPENDIX 3 - SPECIFIC INFORMATION EXCHANGE AGREEMENT¹

This information exchange agreement reflects the reasons, processes and procedures for sharing personal data.

DATE:	DECEMBER 2012	
FOR: (Name of Project and/or Group)	TROUBLED FAMILIES (FAMILIES FIRST) PROGRAMME	
VERSION:	1	

Parties to the sharing of personal data:	DATA TRANSFERRED BETWEEN:	AND:	AND:
NAME:	Gloucestershire County Council	Barnardo's South West	
ADDRESS:	Shire Hall Westgate Street Gloucester, GL1 2TG	Verona House, Filwood Road, Fishponds, Bristol, BS16 3RY	

Indicate the Frequency of the Reviews:	After 6 months then annually thereafter
Date of Next Review:	

<p>PURPOSE/REASON for SHARING State reasons for sharing including whether it is a statutory requirement to share or if it is voluntary stating the perceived benefits to the customer for the sharing.</p>	<p>To fulfil the requirements of the 3 year Department of Communities and Local Government (DCLG) Troubled Families Programme, renamed Families First (FF) in Gloucestershire.</p> <p>To facilitate the identification of families, with two or more of the designated characteristics of 'a troubled family', in order to support these families to become more 'work-ready'; reduce anti-social behaviour, youth offending, truancy and/or school exclusion To provide information to Gloucestershire County Council (GCC) auditors and DCLG on the progress of families receiving support from the FF programme.</p>
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¹ This agreement sits below the Gloucestershire Information Sharing Partnership Agreement version 1.1 and/or the NHS Information Sharing Core Principles version 5.

<p>DATA TYPE/ DESCRIPTION state exactly data to be shared. E.g. name, address etc.</p>	<p>Name; Address; Dates of Birth; Composition of household; Service Type Support Received, including child protection and child looked-after; Keyworker;</p> <p>The data will be shared both manually and electronically. Any electronic exchange of data will take place securely using the appropriate levels of encryption, 256-bit AES encryption using WINZIP. All data will be stored securely.</p>
<p>DATABASE(S) USED</p>	<p>Source data will come from GCC (CAPITA 1, LIQUID LOGIC, EMS, ERIC (and data extracts from sources in the DWP, District councils; Housing providers, Police, Prospects Services (YOS) Probation), data extracts from Barnardo's electronic client record system</p>
<p>CONSENT/LEGAL BASIS The legal basis for sharing personal data, State legislation that supports the sharing e.g. wellbeing power Local Government Act 2000.</p> <p>State the Schedule 2 (and Schedule 3 if sensitive personal data is to be shared) that allows the sharing e.g. See listing on page 25.</p> <p>How individuals will be informed of the sharing of data where required</p>	<p>Legal Basis: Data Protection Act 1998 – schedule 2 and 3 Common Law duty of confidence Crime & Disorder Act 1988 (section 115) The Children Act 1989 (section 17) The Welfare Reform and Pensions Act 1999 (section 72) The Welfare Reform Act 2012 (newly created legal gateway, specifically for the Troubled Families Programme. Please see Annex A of 'The Troubled Families Programme Financial Framework', https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/11469/2117840.pdf</p> <p>Under the Data Protection Act 1998, Gloucestershire County Council remains the data controller for all data relating to the provision of children and families' social care.</p> <p>Families already receiving support from the provider will be approached by a trusted individual currently providing an intervention/ support and asked for their specific consent to share their information for the Families First Programme.</p> <p>New families referred to the provider will be informed at point of contact about Families First and consent sought to participate in the programme.</p>
<p>SOFTWARE FORMAT USED e.g. Word, Excel, CSV, etc.</p>	<p>Word and/or Excel or CVS format'</p>
<p>ENCRYPTED or UNENCRYPTED If unencrypted state why and how this will comply with GovConnect (if applicable)</p>	<p>Encrypted via GCSX account to .NET account or using WINZIP (Version 9 or above)</p>

<p>PHYSICAL TRANSFER METHOD e.g. Memory Stick, Tape, Network, NHSNet, Laptop PC State the process of exchange, taking account of threats and vulnerabilities in the proposed communication methods and ensuring adequate safeguards to protect the information during transit and storage are in place. (NB a more secure method is preferred).</p>	<p>If faxing is required, due to other methods being unavailable, both organisations will need to have a 'safe-haven', both to fax and to receive.</p> <p>If hard copies of person identifiable information are regularly shared at meetings these will be counted out and collected back in at the end of the meeting.</p>
<p>QUALITY include a statement to commit to the accuracy and completeness of the data exchanged, including a process for informing all relevant parties of any inaccuracies identified</p>	<p>All data exchanged must be accurate, valid, reliable, timely, relevant and complete; the responsibility for ensuring this remains with the organisation proving the information.</p> <p>The data will be subject to change as the household achieves targets or changes its membership</p>
<p>FREQUENCY OF DATA SHARING e.g. monthly, weekly. etc.</p>	<p>There will be a number of exchanges in the first few weeks of the agreement while data quality is checked and initial identification of shared cases eligible for the programme completed.</p> <p>The maximum frequency will be quarterly or as new families are identified</p> <p>Quarterly progress updates</p>
<p>RETENTION state the person or authority who is responsible for keeping the master file and the period of retention of data – Any copies held by other members of the project or group must destroy their copies at the same time.</p>	<p>Retention and disposal of information will be in line with Gloucestershire County Council's Records Management Policy or the equivalent policy within partner agencies.</p> <p>Any personal information that originally came from GCC must be returned to GCC in the event of the programme finishing.</p>
<p>MONITORING Who will monitor that the processes above are taking place and are effective? What checks will be made?</p>	<p>The Families First Development Manager will monitor the above mentioned processes.</p> <p>Quarterly checks on data compliance will be undertaken by the Families First Development Manager at Local Delivery Group Meetings.</p>
<p>SECURITY, INCIDENT MANAGEMENT & RESOLUTION PROCESS How will any breaches of security, inappropriate disclosure or loss of data be reported and managed? What will be the procedure to update this protocol in the light of any findings?</p>	<p>Any breaches in security, inappropriate disclosures or losses of data will be dealt with in line with Gloucestershire County Council's Information Security Procedure.</p> <p>(The GCC Information Security Procedure also includes, at Stage 5, a process for Post Incident Review and Learning, any finding from which would feed into a protocol review if appropriate)</p>
<p>AWARENESS TRAINING State how awareness of this data sharing agreement will be raised amongst staff</p>	<p>By updating Providers consent to share paperwork to reflect the needs of the Troubled Families programme. Awareness discussions logged in key worker supervision records</p>

<p>DATA SUBJECT ACCESS REQUESTS State how the individual will access their information and include a statement which identifies the rights of the data subjects.</p>	<p>Any subject access requests will be dealt with in line with either the Gloucestershire County Council Access to Personal Information (Subject Access) Policy or the equivalent policy within partner agencies.</p>
<p><u>PRINCIPLE 8 OF THE DATA PROTECTION ACT 1998:</u></p>	<p>DATA SHOULD NOT BE TRANSFERRED TO OTHER COUNTRIES WITHOUT ADEQUATE PROTECTION</p>

<p>I the undersigned certify that the personal data being received will not be disclosed to unauthorised persons. The Data and their Purposes of Use are Notified under the Data Protection Act 1998 and my organisation/company is committed to compliance with the Data Protection Principles.</p>	
<p>DATE</p>	<p>12th December 2012</p>
<p>SIGNATURE</p>	<p>Jenny Lewis</p>
<p>JOB TITLE For and on behalf of: ORGANISATION</p>	<p>Assistant Director, Children's Services, Barnardo's South West</p>
<p>DATE</p>	
<p>SIGNATURE</p>	
<p>JOB TITLE For and on behalf of: ORGANISATION</p>	

GLOSSARY OF TERMS

Within this document, the following definitions apply:

<p>Personal Data or personal information</p>	<p>Data which relates to a living individual who can be identified from that data or that data together with other information which is in possession, or is likely to come into the possession of the Data Controller</p>
<p>Sensitive Personal Data</p>	<p>Personal data consisting of : Racial or ethnic origin of data subject Political opinion Religious beliefs or other beliefs of a similar nature Membership of a trade union Physical or mental health or condition</p>

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	Sexual life Commission or alleged commission of any offence Any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings
Data Controller	Any person (including company organisation or individual) who (either alone or jointly or in common with other persons) determines how and for what the purposes any personal data is to be processed.
Data Processor	Any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller.
Processing	Means obtaining, recording, holding the information or data or carrying out any operation on the information including organisation, adaptation or altering retrieval, consultation, use disclosure alignment combining, blocking or erasure or destruction of information or data.
Data Subject	An individual who is the subject of the personal data