

## APPENDIX 3 - SPECIFIC INFORMATION EXCHANGE AGREEMENT<sup>1</sup>

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

<b>DATE:</b>	DAY: 11 MONTH: DECEMBER YEAR: 2012	
<b>For:</b>	YOUTH SUPPORT TEAM- TEENAGE PREGANCY AND YOUNG PARENTS DATABASE	
<b>VERSION:</b>	1.0	

<b>Parties to the sharing of personal data:</b>	<b>DATA TRANSFERRED BETWEEN:</b>	<b>AND:</b>	<b>AND:</b>
<b>NAME:</b>	Support And Service Gloucestershire Youth Support Team	Health (Teenage Pregnancy Midwives, Gloucestershire Care Services, Children in Care Nurses)	Social Care (Referral and Assessment, Children and Families)
<b>ADDRESS:</b>	Windsor House 40 Brunswick Road Gloucester GL1 1HG	Gloucester Royal Hospital Great Western Road, Gloucester GL1 3NN	Quayside House Quay Street Gloucester GL1 2TG

<b>Indicate the Frequency of the Reviews:</b>	Annually
<b>Date of Next Review:</b>	January 2014

<b>PURPOSE/REASON for SHARING</b> 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.	Non statutory.  To benefit joined up information sharing for service planning, risk management, health promotion and prevention of health and social difficulties.
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<sup>1</sup> This agreement sits below the Gloucestershire Information Sharing Partnership Agreement version 1 and/or the NHS Information Sharing Core Principles version 5.

<p><b>DATA TYPE/ DESCRIPTION</b> state exactly data to be shared. E.g. name, address etc.</p>	<p>Name, Date of Birth, Postcode, EDD/DOB of child/children, allocated area team and worker, ETE/NEET status, Elective Full time parent, not engaging, working with (other agency involvement), Safeguarding issues, Risk factors (e.g. LDD, Mental Health, Substance Misuse), Looked after child or Care leaver, vulnerabilities (previous miscarriage, termination), Unplanned pregnancy, wanted pregnancy, C-Card/Chlamydia Screening, Permission to share within YST, other.</p>
<p><b>DATABASE(S) USED</b></p>	<p>Teenage pregnancy and Young Parent Excel spreadsheet, Core Plus, UMIS, YOIS, Liquid Logic, PAS Systems</p>
<p><b>CONSENT/LEGAL BASIS</b> 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><b>Schedule 2 conditions for processing personal data:</b> <i>The individual who the data is about has consented to processing.</i></p> <p><b>Schedule 3 conditions for processing sensitive personal data:</b> <i>The individual who the sensitive data is about has given <b>explicit</b> consent to the processing.</i> <i>The processing is carried out by a not-for-profit organisation and does not involve disclosing personal data to a third party, unless the individual consents.</i> <i>The processing is necessary in relation to legal proceedings; for obtaining legal advice; or otherwise for establishing, exercising or defending legal rights</i> <i>The processing is necessary for medical purposes, and is undertaken by a health professional or by someone who is subject to an equivalent duty of confidentiality.</i></p>
<p><b>SOFTWARE FORMAT USED</b> e.g. Word, Excel, CSV, etc.</p>	<p>Referral and consent forms: Word documents Storage of information, Database : Excel</p>
<p><b>ENCRYPTED or UNENCRYPTED</b> If unencrypted state why and how this will comply with GovConnect (if applicable)</p>	<p>Referral and consent forms unencrypted Database encrypted</p>
<p><b>PHYSICAL TRANSFER METHOD</b> 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.</p>	<p>Referral forms via post from Midwifery service to YST: risk of non delivery, processes in place to track numbers sent and received.</p> <p>Emails between secure networks.</p> <p>Emails to non secure networks with use of Winzip (password protected) to enhance security.</p>
<p><b>QUALITY</b> 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>The partners commit to upholding the quality standard for information governance for NHS, Local and National authorities.</p>
<p><b>FREQUENCY OF DATA SHARING</b> e.g. monthly, weekly. etc.</p>	<p>Daily</p>

<p><b>RETENTION</b> 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>Support and Advisory Service Manager.  Minimum 5 Years</p>
<p><b>MONITORING</b> Who will monitor that the processes above are taking place and are effective? What checks will be made?</p>	<p>Support and Advisory Service Manager Support and Advisory Service Health Managers Support and Advisory Service Administrator Youth Support Team Quality Manager</p>
<p><b>SECURITY</b> A process for managing breaches of security, inappropriate disclosure of data and loss of data</p>	<p>Compliance with relevant partner organisations security breach procedures.  Compliance with GCC Information Security Incident Management Policy</p>
<p><b>INCIDENT MANAGEMENT &amp; RESOLUTION PROCESS</b> How will any breaches of this agreement or principles of the Data Protection Act 1998 be reported and managed? What will be the procedure to update this protocol in the light of any findings?</p>	<p>In accordance with the above breach procedures. Incidents will be reported to the relevant senior managers within the respected organisation(s). Service managers to process reported breaches under organisational directive in liaison across organisations. This GISPA to be reviewed annually taking into account breaches or at such time that an incident warrants updating of the protocol.</p>
<p><b>AWARENESS TRAINING</b> State how awareness of this data sharing agreement will be raised amongst staff</p>	<p>Staff will be made aware of protocol and procedures for information sharing. Protocol will be made accessible to all staff.</p>
<p><b>DATA SUBJECT ACCESS REQUESTS</b> State how the individual will access their information and include a statement which identifies the rights of the data subjects.</p>	<p>Individuals can access their information via the respective Freedom of Information Policy from their contact service of choice.</p>
<p><b><u>PRINCIPLE 8 OF THE DATA PROTECTION ACT 1998:</u></b></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><b>DATE</b></p>	
<p><b>SIGNATURE</b></p>	
<p><b>JOB TITLE</b>  For and on behalf of: <b>ORGANISATION</b></p>	
<p><b>DATE</b></p>	

<b>SIGNATURE</b>	
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