



Whole Essex Information Sharing Framework

This Information Sharing Protocol is designed to ensure that information is shared in a way that is fair, transparent and in line with the rights and expectations of the people whose information you are sharing.

This protocol will help you to identify the issues you need to consider when deciding whether to share personal data. It should give you confidence to share personal data when it is appropriate to do so, but should also give you a clearer idea of when it is not acceptable to share data.

Specific benefits include:

- transparency for individuals whose data you wish to share as protocols are published here;
- minimised risk of breaking the law and consequent enforcement action by the ICO or other regulators;
- greater public trust and a better relationship by ensuring that legally required safeguards are in place and complied with;
- better protection for individuals when their data is shared;
- increased data sharing when this is necessary and beneficial;
- reduced reputational risk caused by the inappropriate or insecure sharing of personal data;
- a better understanding of when, or whether, it is acceptable to share information without people's knowledge or consent or in the face of objection; and reduced risk of questions, complaints and disputes about the way you share personal data.

Please ensure all sections of the template are fully completed with sufficient detail to provide assurance that the sharing is conducted lawfully, securely and ethically.

Item	Name/Link /Reference	Responsible Authority
Privacy Impact Assessment		
Supporting Standard Operating Procedure		
Associated contract		
Other associated supporting documentation		

Published Information Sharing Protocols can be viewed on the [WEISF Portal](#).

INFORMATION SHARING PROTOCOL

SUMMARY SHEET

Title of Agreement		Female Genital Mutilation (FGM)		
Organisation Name	Head Office Address	Telephone	Email	ICO Registration reference
Essex County Council	County Hall. Chelmsford. Essex. CM1 1QH	08457 430430	informationgovernanceteam@essex.gov.uk	Z6034810
Barnardo's	SERO, Unit 1 Satellite Village, Fleming Way, Crawley, West Sussex, RH10 9NE	01293 610698 / 07584 347278	Michelle.lee-izu@barnardos.org.uk	Z5951768
Version Control				
Date Agreement comes into force	01 October 2016			
Date of Agreement review	01 October 2017			
Agreement owner (Organisation)	Essex County Council			
Agreement drawn up by (Author(s))	Gemma Gibbs			
Status of document – DRAFT/FOR APPROVAL/APPROVED	APPROVED			
Version	V1.0			

Information Sharing Protocol – Female Genital Mutilation (FGM)

1. Purpose

This Information Sharing Protocol has been established to ensure that throughout the operational period of the National FGM Centre developing excellence in response to FGM, Local Authorities and Barnardo's agree to share information about the children and young people we are working with within a framework that supports the provision of better services to these children and young people, whilst ensuring that all information sharing is undertaken safely and securely.

This Protocol provides a commitment by the partners to ensure that a framework is in place that facilitates the sharing of information between partners for the purposes of providing social work provisions and respects the individual's right to privacy. Information sharing is increasingly important in the provision of services to children and young people and must be conducive to:

- Improving outcomes for children, young people and their families by ensuring they get the services they require.
- Protecting children and young people from suffering harm from abuse or neglect and to prevent them from offending.

2. Information to be shared

(Explain the types of data that you are intending to share. This may need to be quite detailed because in some cases it may be appropriate to share certain details held in a file about someone, but not other, more sensitive information. It could be appropriate to attach "permissions" to certain data items).

The information to be shared is:

- All demographic details
- FGM indicators
- Child and Family assessments
- Intervention plans
- Work undertaken with the child/ren and family on a day to day basis
- Outcomes
- Reviews

3. Legal Basis for sharing information

Partners agree to share data relating to children and young people within the National FGM Centre in accordance with the eight principles as set out in the Data Protection Act 1998 as well as other relevant legislation.



It is generally good practice to seek the consent of individuals to share their information. However disclosure may be lawful in certain circumstances without consent, for example the performance of public functions, legal obligations, prevention/detection of crime.

Sharing personal information in accordance with this protocol is lawful under the Data Protection Act 1998 schedule 2 condition:

- The data subject has given their consent to the processing.
- The processing is necessary to protect the vital interests of the individual.

Sharing personal information in accordance with this protocol is lawful under the Data Protection Act 1998 schedule 3 condition (if appropriate):

- The data subject has given his explicit consent to the processing of the personal data.
- The processing is carried out in the course of its legitimate activities by anybody or association which:
 - Is carried out with appropriate safeguards for the rights and freedoms of data subjects.
 - Does not involve disclosure of the personal data to a third party without the consent of the data subject.
- To protect the vital interests of the data subject or another person.

Other legislation or statute as follows:

- Children Act 1975, 2004
- Prohibition of Female Circumcision Act 1985
- Female Genital Mutilation Act 2003

Fair Processing

It is each Partners' responsibility to ensure that data subjects are aware of how their data is being processed, and by whom. There may be limited circumstances where it may not be safe to do so, and this should be documented on the data subject's record.

Fair processing requirements have been satisfied by:

Essex County Council	http://www.essex.gov.uk/privacy-notices/Pages/Default.aspx
Barnardo's	http://www.barnardos.org.uk/privacy_notice_2011.pdf

4. Access and individuals' rights

Subject Access is an individual's right to have a copy of information relating to them which is processed by an organisation.

Once information is disclosed from one agency to another, the recipient organisation becomes the **Data Controller** for that information. With regards to subject access requests,



the **Data Controller** has a statutory duty to comply with section 7 of the DPA, unless an exemption applies. It is good practise for the recipient organisation to contact the originating organisation. This enables the originating organisation to advise the use of any statutory exemptions that may need to be applied prior to disclosure to the requesting individual. Communication should take place speedily thus allowing the servicing of the request to take place within the Statutory 40 calendar day, time period.

If a party receives a request for information under the Freedom of Information (FOI) Act 2000 or Environmental Information Regulations (EIR) 2004 that relates to data that has been disclosed for the purposes of this Information Sharing Protocol, it is best practice to seek advice from the originating organisation prior to release. This allows the originating organisation to rely on any statutory exemption/exception under the provisions of the FOI Act or EIR and to identify any perceived harms. However, the decision to release data under the FOI Act or EIR is the responsibility of the agency that received the request.

Essex Partner Agencies' Information Sharing Agreements are made publicly available on the Whole Essex Information Sharing Framework website.

5. Keeping information secure

Security for the exchange of information will be achieved through:

Physical security:

- There are good quality access control systems in place
- Paper information will be stored securely and destroyed securely. Hard copies of information will be stored in locked cabinets and electronic information saved securely on Barnardo's and Essex County Council's secure electronic systems.
- Information that is to be posted will be done using the most secure postal method available.
- Where information is shared by telephone, both partners will ensure that individuals cannot be identified to others, particularly if the call is not being undertaken in a work space.
- Laptops and removable media such as memory sticks locked away at night.

Technical security:

- The organisations have technical security appropriate to the type of information being exchanged.
- Encryption to industry standard of all personal data is fully implemented.
- Sufficient/appropriate access controls are in place.
- Any information that is to be shared electronically will be encrypted and/or password protected before being sent. Where it is possible information will be anonymised before being sent electronically.



Partners receiving information will:

- Ensure that their employees can only access the shared information appropriate to their role;
- Ensure that their employees are appropriately trained to understand their responsibilities to maintain confidentiality and privacy;
- Protect the physical security of the shared information.

Parties are responsible for satisfying themselves that organisations to whom they disclose information have appropriate technical and organisational information security measures in place, including:

- a) Data protection policies and management processes.
- b) Retention, archive, storage and disposal policies and processes.
- c) Incident reporting procedures.
- d) Controls to minimise the risk of loss or breach.

Parties may wish to consider the following standards when assessing risk:

- Current PSN Code of Compliance Certificate
- ISO27001 (Information Security) certification or audited "Statement of Applicability"
- NHS Information Governance Toolkit rated as satisfactory (Health related)

6. Information format, method(s) and frequency of sharing

The format the information shared is:

- Excel Spreadsheet
- Mosaic

The method(s) by which information will be shared are:

- Electronic case management access
- Email
- Post
- Telephone

The frequency with which the information will be shared is "as and when" on a needs basis.

7. Data Retention

Information will be retained in accordance with each partner's data retention policy and in any event no longer than is necessary. All information reviewed and marked for destruction will be securely destroyed by the relevant Partner.

8. Responsibility for exchanging these data and ensuring data are accurate

The organisation sharing the information will be responsible for ensuring the accuracy of the information shared using their own data quality techniques. Where data is corrected, this will be communicated to the other Partners where appropriate. This will be monitored by the designated officers:

Designated Officer for Essex County Council:

The Designated Officer for Essex County Council will be Janine Dawson, Service Manager, Family Support and Protection, who will be responsible in the first instance for ensuring that Essex County Council complies with the Data Protection Act 1998 and this Protocol.

Email: janine.dawson@essex.gov.uk

Telephone: 033301 34763 / 07880 180029

Designated Officer for Barnardo's:

The Designated Officer for Barnardo's will be Michelle Lee-Izu, Director, National FGM Centre – developing excellence in response to FGM, who will be responsible in the first instance for ensuring that Essex County Council complies with the Data Protection Act 1998 and this Protocol.

Email: michelle.lee-izu@barnardos.org.uk

Telephone: 01293 610698 / 07584 347278

For the purposes of this Protocol the responsibilities are defined as:

Data Controllers for this Protocol are Essex County Council.

This Protocol will be reviewed one year after it comes into operation to ensure that it means fit for purpose. The review will be initiated by *Essex County Council*.

9. Complaints

Partner agencies will use their standard organisational procedures to deal with complaints from the public arising from information sharing under this protocol.

10. Breach of Confidentiality

Neither the National FGM Centre nor the local authority partner will supply any personal data on a child or young person to a third party without the child's or young person's specific consent, or if under 12 the informed consent of a parent or guardian, save and except where

- Children and young people have been harmed or are at risk of harm
- Children and young people are likely to harm themselves
- Children and young people are likely to harm somebody else.



In the event of breach or loss of personal information received under this agreement, the organisation that provided it should be informed as soon as possible, to:

Essex County Council	informationgovernanceteam@essex.gov.uk
Barnardo's	michelle.lee-izu@barnardos.org.uk

11. Agreement

We undertake to implement and adhere to this protocol.

Commencement of the Protocol:

This Protocol shall commence upon date of the signing of a copy of the Protocol by the signatory partners. The relevant information can be shared between signatory partners from the date the Protocol commences.

Withdrawal from the Protocol:

Any partner may withdraw from this Protocol upon giving 4 weeks written notice to the other signatories. The partner must continue to comply with the terms of this Protocol in respect of any information that the partner has obtained through being a signatory. Information, which is no longer relevant, should be returned or destroyed in an appropriate secure manner.

Signed by Authorised Person

Print: David Wilde, Chief Information Officer

Signed:.....

On behalf of (Organisation): Essex County Council

Date:.....

Signed by Authorised Person

Print: Michelle Lee-Izu

Signed: 

On behalf of (Organisation): Barnardo's



Date:.....

Signed by Authorised Person

Print:.....

Signed:.....

On behalf of
(Organisation):.....

Date:.....

Signed by Authorised Person

Print:.....

Signed:.....

On behalf of
(Organisation):.....

Date:.....