



## **Information Sharing Protocol across ECC and Education and Learning providers**

This protocol is between Essex County Council and Early Years providers, Schools and Colleges (WEISF) organisations for which it is relevant to share information or there is a legal requirement to undertake the sharing of information.

The Whole Essex Information Sharing Framework includes members from a range of agencies. Further information can be found on the [WEISF Site](#)

### **Introduction**

This Information Sharing Protocol sets out the overarching Information Sharing Principles between Essex County Council's (ECC) and Essex Education and Learning Providers\* in sharing data between the organisations. In addition Addendums will reflect ECC's Service Areas' legislative gateways and data requirements with regard to the data collected and the data shared.

This protocol and the [Service Area Addendums](#) (SAAs) will be reviewed annually, by the relevant Service Area within ECC, in order to ensure they meet the Data Protection Act and the legislative requirements placed on the Local Authority.

It supplements the existing data sharing protocols agreed through the Head Teacher associations in support of school improvement.

\*Education and Learning providers includes: WEISF members who will operate 0-19 learning provision e.g. Early Years provision, Primary Schools, Secondary Schools, Sixth Form Colleges, and Colleges, Work Based Learning Providers with EFA or SFA contracts.

### **1. Purpose for sharing information**

Effectively sharing information relating to young people (between the ages of 0 – 19 and up to the age of 25 for those with learning difficulties and disabilities) between providers and ECC will bring significant benefits in supporting the learning, welfare and safeguarding of children and young people in Essex.

Information at a whole school and individual level will be used to plan and deliver services and support decision making on a case-by-case basis.

Shared information will enable services to be targeted and delivered effectively, in particular to support vulnerable children and young people and their families, and to support school improvement.

Data sharing will enable the Council to fulfil key strategic responsibilities, including:

- Ensuring sufficient and appropriate learning provision
- Supporting school/college improvement and improved educational outcomes through pre and post 16 learning
- Ensuring effective planning, commissioning and delivery of services to children and families, in particular to support vulnerable young people and their families.

## **2. Information to be shared**

Arrangements for sharing information relating to planning and provision at a whole school or whole pupil group level will continue as usual. This agreement specifies the data relating to individual pupils, as set out in the accompanying addendums.

Essex County Council's Service Areas' will each outline within their relevant Addendum:

- the purpose/relevance for sharing information
- the information to be collected or shared
- frequency/contacts for collecting/sharing the information
- the processes for sharing information between WEISF members.

## **3. Legal basis for sharing information**

In signing this document all parties are agreeing to comply with the Data Protection Act 1998 (DPA) or any subsequent replacement legislation. Principle One requires that personal information is shared fairly and lawfully. In order to achieve this, organisations must comply with at least one condition from schedule 2 and, where sensitive information is included, at least one condition from schedule 3 of the DPA.

Appropriate schedule 2 conditions:

- The data subject has given their consent to the processing.
- The processing is necessary for the purposes of legitimate interests pursued by the data controller or by the third party or parties to whom the data are disclosed, except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the data subject.

Appropriate schedule 3 conditions:

- 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:
  - (i) Is carried out with appropriate safeguards for the rights and freedoms of data subjects
  - (ii) Does not involve disclosure of the personal data to a third party without the consent of the data subject

All other legislation or statute as written in the service addendums to this document.

Fair processing is the responsibility of each data controller to ensure by the issuing of a privacy notice that all data subjects are aware of how and when their data is processed.

## **4. Access and individual's rights**

- Information shared is with the consent of the Service Users or where a statutory duty exists
- Each Service Area Addendum (SAA) outlines the consent that has been attained, whether through the young person, their parent/carer or another basis for sharing.

## **Freedom of Information Act (FOI) Requests and Data Protection Subject Access requests**

- Any request for information relating to data contained within the Service Area Addendums made under either the Freedom of Information Act or the Data Protection Act must be notified to the appropriate school or ECC Data Controller as appropriate, within timescales, in order to fulfil the 20 working days FOI legislation.
- This protocol is not confidential and will be available for anyone to view.

## **5. Keeping information secure and confidential**

- ECC will send and receive information through the Designated Person listed in the relevant Service Area Addendum (SAA) contact details
- Partner agencies will ensure that their employees are able to access only the shared information necessary for their role and are appropriately trained so that they understand their responsibilities for confidentiality and privacy
- All partners must protect the physical security of the shared information
- All information held on portable devices must be encrypted to industry standard FIPS 140-2/256 bit asymmetrical encryption
- Sensitive information must only be sent via encrypted email such as GCSX or future designated secure platforms to be agreed between partners
- WEISF Members must not pass on or sell the data to other parties or organisations not party to this agreement
- All partner agencies that are required to have contracts and systems in place to ensure sub-contractors are managing all aspects of data security and are fully aware of and abide by this protocol
- Any information breaches e.g. theft, loss, damage or inappropriate disclosure of information must be reported to the Data Controller immediately through [information.managementis@essex.gov.uk](mailto:information.managementis@essex.gov.uk)

## **6. Information format and frequency of sharing**

- Each Service Area Addendum (SAA) outlines the information format and frequency with which the information will be shared.

## **7. Data retention and deletion**

- The data will be retained in accordance with the legislative or organisational guidance
- Each Service Area Addendum (SAA) includes the statutory guidance and their retention schedule in relation to the retention and deletion of data.

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

- All data, received from Essex County Council by the partner agency, must be stored, retained and disposed of in line with their own records retention and security policies which must comply with the requirements of the Data Protection Act 1998 and the Freedom of Information Act 2000
- If information is found to be inaccurate, it is the responsibility of the Partner Organisation to notify the Data Controller, who will ensure the data is corrected and will notify all recipients

## WEISF agreement and Education and Learning Services Information Sharing Protocol Sept 2016 – 2017

- WEISF Members will not be liable for any financial or other costs incurred by other parties to this protocol; as a result of any information being wrongly disclosed by another party to this protocol; or as a result of any negligent act or omission by another party to this protocol.

### 9. Complaints

- WEISF Members will use their standard organisation procedures to deal with complaints from the public arising from information sharing under this protocol.

### 10. Breach of confidentiality

- If a breach of data sharing is found to have occurred, it is the responsibility of the Partner Organisation to notify the Data Controller, who will ensure the data breach is reported appropriately and the necessary reporting requirements and timescales are adhered to.

## Essex County Council Contacts

Name	Role	Contact email
David Wilde	ECC's Chief Information Officer	<a href="mailto:david.wilde@essex.gov.uk">david.wilde@essex.gov.uk</a>
Dave Hill	Executive Director of People Commissioning	<a href="mailto:dave.hill@essex.gov.uk">dave.hill@essex.gov.uk</a>
Helen Lincoln	Director of Family Operations and Caldicott Guardian	<a href="mailto:helen.lincoln@essex.gov.uk">helen.lincoln@essex.gov.uk</a>
Clare Kershaw	Director for Commissioning – Education and Lifelong Learning	<a href="mailto:clare.kershaw@essex.gov.uk">clare.kershaw@essex.gov.uk</a>
Lauri Almond	Information Governance	<a href="mailto:lauri.almond@essex.gov.uk">lauri.almond@essex.gov.uk</a>
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