



Falkirk Council



INFORMATION SHARING AGREEMENT

GETTING IT RIGHT FOR EVERY CHILD (GIRFEC)

July 2021

Contents

Introduction	4
1 Parties, Scope and Purpose	5
1.1 Name and details of the parties who agree to share information	5
1.2 Business and legislative drivers for sharing data	5
1.2.1 Purpose(s) of the information sharing	6
1.2.2 Legal basis for the processing and constraints	6
2 Description of the information to be shared	7
3 Description and manner of information sharing	8
3.1 Data flows	8
3.2 How data/information is to be accessed, processed and used	9
3.3 Summary of how decisions are going to be made with regards to the manner of the processing.	9
4 Impact assessments and preparatory work	9
5 Privacy information (transparency requirement)	9
6 Accuracy of the information	10
7 Data retention and secure disposal	10
8 The rights of individuals	11
8.1 Subject access request, FOI and data portability	11
8.2 Objection or restriction to processing, rectification and erasure	11
8.2.1 Complaints	11
8.2.2 Right to Object	12
8.2.3 Right to Rectification	12
8.2.4 Right to Erasure	13
8.2.5 Right to Restrict processing	13
8.2.6 Rights related to automated decision making, including profiling	13
8.3 Direct Marketing	13
9 Security, risk and impact of the processing	13

9.1	Agreed standards, codes of conduct and certifications.....	15
10	International transfers of personal data	15
11	Implementation of the information sharing agreement.....	16
11.1	Dates when information sharing commences/ends	16
11.2	Training and communications	16
11.3	Information sharing instructions and security controls	16
11.4	Non-routine information sharing and exceptional circumstances.....	16
11.5	Monitoring, review and continuous improvement.....	17
12.	Sign-off	18
13.	Appendix 1: List of Work instructions, policies and procedures	19
14.	Appendix 2: Data items and adequacy	21

Introduction

GIRFEC is the national children's rights approach to improving outcomes for our children and young people. It is the foundation for work with all children and young people and promotes a shared approach that:

- Builds solutions with and around children and young people and their families.
- Enables children and young people to get the help they need when they need it.
- Supports a positive shift in culture, systems and practice.

This ISA aims to support the multi-agency data sharing processes and procedures necessary to implement GIRFEC effectively within the Falkirk area, throughout the whole GIRFEC pathway, including at the child protection stage. Agencies have worked together to refresh GIRFEC guidance in light of the Covid-19 pandemic. This has offered an opportunity to refresh this ISA. This ISA replaces the previous information sharing procedure for the Falkirk Children's Commission which was issued in May 2012.

GIRFEC covers a wide-range of work within the agencies, right through from birth, covering the spectrum from well-being to child protection. It is not possible for this ISA to cover all the information sharing processes involved. There are separate ISAs in place for:

- Looked after children
- Initial referral discussion

1 Parties, Scope and Purpose

1.1 Name and details of the parties who agree to share information

Legal name of parties subject to the ISA and Head Office address	Short name of the party	Role in this agreement: Data Controller or Data Processor (*)	ICO Registration
Falkirk Council Municipal Buildings West Bridge Street Falkirk Council FK1 5RS	The Council	Data Controller	Z7343688
Forth Valley Health Board Carseview House Castle Business Park Stirling FK9 4SW	NHS FV	Data controller	Z6175671

1.2 Business and legislative drivers for sharing data.

GIRFEC was introduced by the Government in 2006 as it was widely recognised that services need to work together, and that children and parents need one clear point of contact to ensure that the right help is offered at the right time. It was enshrined in legislation by the Children and Young People (Scotland) Act 2014 (**the 2014 Act**).

There was some controversy over the parts of the Act covering the named person and information sharing. These are not now in force but the principles of GIRFEC and the concept of a named person service remain. Updated Scottish Government guidance is awaited on GIRFEC, including a section on information sharing.

In addition to the 2014 Act, GDPR brought clarity to the lawful basis on which public authorities could share personal information, alongside a move away from reliance on consent as the lawful basis for sharing personal information.

Key to the success of GIRFEC is sharing relevant and proportionate information about children and young people and their families. Wherever possible, this is done with the full knowledge and agreement of those involved. However, there are cases where information can be shared without knowledge or consent. This ISA aims to support practitioners to share information appropriately and with confidence.

1.2.1 Purpose(s) of the information sharing

Indicate how the data controllers will decide upon changes in the purpose(s) of the information sharing	Jointly or independently
	Jointly

Instructions for reaching agreement on any changes to purpose of the sharing are listed in the table in Appendix 1, called: List of Work instructions, policies and procedures.

1.2.2 Legal basis for the processing and constraints

Without detriment of any other legal basis that may be applicable (e.g. criminal investigation, etc.) the following are the core legal basis for each of the parties to process the data in this agreement, along with the relevant conditions for processing any special category or criminal offence data:

Legal basis	Party
Legal obligation Article 6(1)(c) – processing is necessary for compliance with a legal obligation to which the controller is subject	Council & NHS FV
Vital interests Article 6(1)(d) – processing is necessary in order to protect the Vital interests of the data subject or of another natural person (only where child protection concerns or will only be used when there is no other legal basis)	Council & NHS FV
Public Task Article 6(1)(e) - the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law	Council & NHS FV
Processing of Special Categories	Party
Article 9(2)(c) – processing is necessary to protect the vital interests of a data subject or another individual where the data subject is physically or legally capable of giving consent Schedule 1 to Data Protection Act 2018 Paragraph 18 – safeguarding of children and individuals at	Council & NHS FV

risk, where it cannot reasonably be expected to obtain the consent of the data subject to the processing.	
Article 9(2)(g) - processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject	Council & NHS FV
Article 9(2)(h) - processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law ... and subject to the conditions and safeguards referred to in paragraph 3	Council & NHS FV
Legal authority for processing criminal offence data UKGDPR Article 10	
Schedule 1 to Data Protection Act 2018 Paragraph 2 – health or social care purposes (provision of social care) Paragraph 6 – statutory purpose where the processing is necessary for reasons of substantial public interest	Council & NHS FV

2 Description of the information to be shared

Data category	Data Controller(s)	PD*
Core personal data, which will include (where known): name, community health index number (CHI), unique identifier, date of birth, gender, ethnicity, nationality, disability, immigration status, main language, interpreter requirements, any child protection registration, looked after episodes, place of birth, religion, current address, postcode, telephone number, previous addresses, current and past education establishments (if appropriate), general medical practice, named person, lead professional (if appropriate), names of parents/carers, other members of the	Council/NHS FV, depending on circumstances	Yes

household, other relevant people in the child's life, whether there are accessibility or communication issues in relation to the child or parents/carers		
A Chronology of Significant Events	Council/NHS FV	Yes
An assessment and analysis of the child, as identified in the GIRFEC practice model, including reports	Council/NHS FV	Yes
The cause for concern/reason for information being shared	Council/NHS FV	Yes
Any existing child's plan (where appropriate/available)	Council/NHS FV	Yes
Name, designation and agency of the person sharing any information, along with any reasons not to discuss with child and parent/carer (if appropriate)	Council/NHS FV, depending on circumstances	Yes

(*) PD – refers to Personal Data in the sense given within the EU General Data Protection Regulation (UKGDPR) and the Data Protection (UK, 2018) Act.

The parties agree this is the minimum amount of data needed to properly fulfil the purposes of this agreement.

Appendix 2 (Data items and adequacy), contains the list of all relevant data items/fields which it has been agreed can be shared under this ISA, indicating the source and the recipients, and any relevant supporting statement for information that may raise questions on data minimisation.

3 Description and manner of information sharing

3.1 Data flows

There are various processes sitting within GIRFEC, within Health, Education and Social Work. It is not possible to document all the data flows. Further detail is provided on specific GIRFEC processes on the [GIRFEC practitioners' website pages](#). A simple flowchart can be found at Appendix 3.

3.2 How data/information is to be accessed, processed and used

Processing (descriptor)	Associated work instructions, policy or procedure (listed in Appendix 1) If applicable
See GIRFEC practitioners' website pages .	

3.3 Summary of how decisions are going to be made with regards to the manner of the processing.

The partners will make decision independently about the way data is processed and held by each of them, and the technical and organisational security measures in place, subject to any specific GIRFEC processes in place on the [GIRFEC practitioners' website pages](#).

4 Impact assessments and preparatory work

There is no DPIA underpinning this ISA. GIRFEC has been in place since 2006 and information sharing has taken place in line with the GIRFEC approach since then. This is not a new sharing initiative, but a review of the previous information sharing agreement dating from 2012. It would be impractical to risk assess every part of the GIRFEC Pathway and its various procedures. Children, young people and practitioners should find reassurance in the fact that this ISA is in place, as are appropriate privacy notices. In addition, the partners will follow Scottish Government guidance on GIRFEC.

Mandatory statement:

The parties acknowledge that any actions and countermeasures agreed as part of any Data Protection Impact Assessment reviews must be implemented by the responsible party. Deadlines and follow up to progress on those actions will be established as part of the DPIA review process.

5 Privacy information (transparency requirement)

Council

Children's Services, Social Work - <https://www.falkirk.gov.uk/privacy/social-care-health/childrens-services.aspx>

Children's Services, foster carers, adoptive carers and kinship carers -
<https://www.falkirk.gov.uk/privacy/children-families/foster-adoptive-kinship-carers.aspx>

Children's Services, schools and education -
<https://www.falkirk.gov.uk/privacy/schools-education/>

NHS Forth Valley

<https://nhsforthvalley.com/privacy-policy/>

In addition to the privacy notices, the partners will ensure that children and young people are provided with any information they need to fully understand the way in which their personal data will be handled in any specific circumstance including the names of any persons or organisations with whom their data may be shared.

6 Accuracy of the information

The parties will take all reasonable steps to ensure that any information shared under this agreement is up-to-date and accurate at the time it is shared. Should one party become aware of any error or omission, then it should provide the other party with the correct information as soon as practicable.

7 Data retention and secure disposal

Personal data will be held, processed and then destroyed securely at the cost of the holding party and in accordance with their retention schedule.

Partners to this agreement undertake that information shared under the agreement will be used for the specific purpose for which it was shared, in line with this agreement.

It must not be shared for any other purpose outwith this agreement.

In each case, the originating organisation remains the primary information owner and record keeper for the information that is shared.

The recipient will not release the information to any third party without obtaining the express written permission of the partner that provided the information.

Council

The Council's social work and education records are held in line with its Business Classification and Retention Scheme:

- [Children and Family Services](#)

- [Education and Skills](#)

Paper and electronic records are disposed of securely at the end of the retention period in line with this (note – currently a moratorium on destruction of certain social work records given the constraints of the Scottish Child Abuse Inquiry).

NHS Forth Valley

NHS Forth Valley retention and destruction is in line with the SG Health and Social Care Records Management Code of Practice (Scotland) 2020

<https://www.informationgovernance.scot.nhs.uk/wp-content/uploads/2020/06/SG-HSC-Scotland-Records-Management-Code-of-Practice-2020-v20200602.pdf>

8 The rights of individuals

See section 5 which sets out details of the data controllers' privacy notices, which in turn set out the rights of individuals. Each data controller has its own data protection and FOI policies and procedures in place

8.1 Subject access request, FOI and data portability.

See privacy notices.

Under the Data Protection Act 2018, a data subject (or authorised individuals acting on their behalf) has the right to make a subject access request and to receive a copy of the personal data relating to them which is processed by an organisation. Dealing with such requests is the responsibility of each individual data controller. The relevant information must be processed within a period of a calendar month (unless an extension is applied).

Any requests for personal information or in relation to this ISA will be processed and responded to using the SAR policies and procedures within each partner organisation. Further details of who to contact for each party named:

[NHS Forth Valley Privacy Notice](#)

[Falkirk Council Privacy Notice](#)

8.2 Objection or restriction to processing, rectification and erasure.

8.2.1 Complaints

The parties agree that, wherever possible, they will consult with each other in relation to any complaints made by data subjects (or their representatives) arising out of the data sharing process and/or the appropriateness or accuracy of information shared under this ISA. It is recognised that this will mean that the identity of complainants will have to be disclosed by one Party to the other, and the Parties should be transparent with complainants about this. By sharing information about the complaint, the following benefits will be achieved:

- Complainants will experience a single and seamless approach to complaints handling no matter which party receives the complaint.
- Information will be shared by the Parties about complaints appropriately and timeously, without legal barriers.
- Parties will identify learning from complaints and identify service failures and any areas for improvement.

Each partner organisation has a formal procedure by which Service Users can direct their complaints regarding the application of this ISA.

NHSFV – Data Protection Officer, fv.informationgovernance@nhs.scot

Falkirk Council – Data Protection Officer, data.protection@falkirk.gov.uk

See privacy notices for further details.

8.2.2 Right to Object

An individual has the right to object to the processing; however whilst a request would be considered it may be overruled on the basis of compelling reasons in relation to our public task which can be found detailed on each Partners privacy notice. Should a Service User object to information on being recorded or shared under this ISA they should contact the relevant Partner in the first instance. The Partner will then advise each organisation involved in this ISA. Whilst an objection is being considered all processing will cease for that individual.

This right will not be applicable in most circumstances.

8.2.3 Right to Rectification

If personal information held about a data subject is inaccurate or incomplete then there is a right to have this corrected. If on consideration it is found that the information is not to be considered as inaccurate then a comment should be added to the record stating the concerns of the individual. As the data is provided by each of the Partners, the first point of contact should be directed to each Partners Data Protection Officer who will make the necessary amendments following their local procedures

8.2.4 Right to Erasure

This right will not be applicable in most circumstances, given the lawful bases for processing. However this is not an absolute right and each request will be reviewed on a case by case basis. When personal information is processed, individuals can exercise their right to erasure.

8.2.5 Right to Restrict processing

An individual has the right to restrict processing and although this would be considered it may be overruled on the basis of compelling reasons in relation to our public task which can be found on each Partners Privacy Notice. The right to restriction is not an absolute right and will be reviewed on a case by case basis by each Partner. Where Partners are processing personal information because they are legally obliged to do so, this right will not apply.

8.2.6 Rights related to automated decision making, including profiling.

No automated decisions are involved in this agreement – in the context of this agreement, “Automated decisions” refer to decisions made using shared information **with no human** intervention.

No profiling (automated processing of personal data to evaluate certain things about an individual) is involved in this agreement.

8.3 Direct Marketing

No direct marketing is involved in this agreement.

9 Security, risk and impact of the processing

All relevant Security Policies applicable to the parties and systems used in this proposal are available and listed in Appendix 1.

A qualified Information Security Officer has reviewed the adequacy of the attached Security Policies and has advised on the technical and organisational security risk level.

A suitable process to document and monitor the security risk described in the Information Security and Governance Policies listed in Appendix 1.

A Data Protection Impact assessment has not been produced.

The security measures put in place across the parties ensure that:

- [X] All relevant Security Policies applicable to the parties and systems used in this proposal are available and listed in Appendix 1.
- [X] A qualified Information Security Officer has reviewed the adequacy of the attached Security Policies and has advised on the technical and organisational security risk level.
- [X] A suitable process to document and monitor the security risk described in the Information Security and Governance Policies listed in Appendix 1.
- [X] A Data Protection Impact assessment has not been produced.
- [X] A competent, independent and free of conflicts of interests Data Protection Officer has been designated to inform the Data Controllers on the adequacy of this agreement and the corresponding compliance and any residual risks documented in the Data Protection Impact Assessment.

The security measures put in place across the parties ensure that:

- [X] Wherever special categories of data are processed; the data will be encrypted at rest and in transit.
- [X] Wherever special categories of data are transmitted over network, Transport Layer Security (TLS) protocols will be applied. Exceptions will be documented in the DPIA and any residual risk will require approval by the SIRO of each organisation prior to processing such data.
- [X] only authorised individuals can access, alter, disclose or destroy data. This is achieved through the following work instructions, policies and procedures (also listed in Appendix 1)
- [X] authorised individuals act only within the scope of their authority. This is achieved through the following work instructions, policies and procedures (also listed in Appendix 1)
- [X] if personal data is accidentally lost, altered or destroyed, it can be recovered to prevent any damage or distress to the individuals concerned. This is achieved through the following work instructions, policies and procedures (also listed in Appendix 1)

The security controls applicable by each organisation will be:		Jointly agreed between the parties
	X	Independently decided by each party

9.1 Agreed standards, codes of conduct and certifications

Council

The Council has PSN and Cyber Essentials Accreditations. Certificate No. 2032794257460242

It has the following policies in place:

- Data Protection Policy
- Information Security Policy
- Acceptable Use Policy
- Data Security Incident and Data Breach Management Procedure

NHS FV

- Network and Information Systems Regulations
- Cyber Essentials

10 International transfers of personal data

Personal data shared in line with this agreement will be transferred to:

	EEA countries only
	Outwith EEA
X	Will not be transferred outside the UK

11 Implementation of the information sharing agreement

11.1 Dates when information sharing commences/ends

Information sharing under this agreement will commence on 1st January 2021 notwithstanding the date of signature and will continue until such time as this agreement is no longer required.

11.2 Training and communications

Training sessions will be provided by the partners to relevant staff on the refreshed GIRFEC materials including the agreed information sharing principles.

The Council

All staff who handle personal data must complete annual online data protection/information security training. The training is refreshed each year.

NHS FV

All staff who handle personal data must complete annual, mandatory Information Governance training either by undertaking it online via learnPro and completing:

- FV Data Protection
- NES Safe Information Handling

Module or by attending a face to face style session.

11.3 Information sharing instructions and security controls

All relevant information sharing instructions, including but not exclusively any work instructions, policies or procedures, are listed in Appendix 1 and accepted by all parties.

11.4 Non-routine information sharing and exceptional circumstances

Any non-routine sharing of information under usual GIRFEC processes will, where time permits, be escalated to a senior manager for approval. Practitioners will have freedom to decide whether or not to share information in circumstances where there is no material time for wider consultation, in order to protect the physical and mental health of a person.

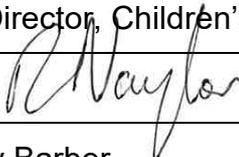
All decisions to share, or not to share, information, shall be recorded in writing.

11.5 Monitoring, review and continuous improvement

This ISA will be reviewed at least annually, or more frequently at the request of one of the parties.

12. Sign-off

"We the undersigned agree to the details recorded in this Information Sharing Agreement; are satisfied that our representatives have carried out the preparatory work set out in the Information Sharing Tool-kit for Scotland and are committed to the ongoing monitoring and review of the scope, purpose and manner of the information sharing."

Name of the Party		Falkirk Council
Authorised signatory	Title and name	Robert Naylor
	Role	Director, Children's Services
Signature and date		 26 July 2021
Data Protection Officer		Wendy Barber
Senior Information Risk Owner		Stuart Ritchie, Director of Corporate & Housing Services

Name of the Party		NHS Forth Valley
Authorised signatory	Title and name	Andrew Murray
	Role	Caldicott Guardian/Medical Director
Signature and date		
Data Protection Officer		Deirdre Coyle
Senior Information Risk Owner		Scott Urquhart, Director of Finance

13. Appendix 1: List of Work instructions, policies and procedures

Work instructions title	Organisation	Where to find this document (e.g. hyperlink)
GIRFEC Pathway	FV practitioners	Home page
GIRFEC Falkirk Practitioners pages		Home page
GIRFEC information sharing pages		Info sharing page
Child Protection Procedures		Child protection page
Staged Intervention in Education	Council	Staged intervention page
Information security policy	Council NHS FV	On request On request – staff intranet
Access to Systems Policy	NHS FV	On request – staff intranet
Acceptable Use Policy	Council NHS FV	On request On request – staff intranet
Data Protection Policy	Council NHS FV	Policy on this page On request – staff intranet
Data Security Incident and Data Breach Management Procedure	Council NHS FV	On request On request – staff intranet
Data Breach Policy	NHS FV	On request – staff intranet
Management of Adverse & Significant Adverse Events Policy	NHS FV	On request – staff intranet
Transportation and handling of confidential and sensitive	NHS FV	On request

information Email acceptable use policy		
Social Media Policy	NHS FV	On request – staff intranet
Nursing & Midwifery Council, the Code: Nursing and Midwifery Council professional standards of practice for nurses, midwives and nursing associates		NMC website
Health and Care Professions Council, Standards of Conduct, Performance and Ethics		HCPC website
NHS Scotland Code of Practice Protecting Patient Confidentiality	NHS FV	On request

14. Appendix 2: Data items and adequacy

Data Item	Source	Recipients	Data minimisation justification	For data linkage only
See section 2 of ISA				

The above table should contain:

The list of all relevant data items/fields which it has been agreed can be shared under this ISA, indicating the source and the recipients, and any relevant supporting statement for information that may raise questions on data minimisation.