

**Information Sharing Protocol for
Orkney Money Matters Partners
USING
Fast Online Referral Tracking (FORT)**

Version: 1.0

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Part A – Introduction to this ISP

1 Scope and purpose of this ISP

- 1.1 This ISP has been prepared to set out the roles and responsibilities of Agencies, being the parties to this ISP at any given time (hereinafter referred to as “Partners”), in relation to the regular sharing of personal information described in Section 5, to facilitate the exchange of personal information between Partners tracking Service Users serviced by Partners operating as Orkney Money Matters. This is undertaken via the Fast Online Referral Tracking (“FORT”) system hosted by Advice Infrastructure (the “Provider”). This ISP details the specific purposes for sharing the personal and service information, consent processes (if appropriate) and legal justification.
- 1.2 This ISP details the specific purposes and roles and responsibilities relating to the sharing of personal information between the Partners party to this ISP. A separate Work Instruction details the required operational procedures relating to the sharing of personal information and this is attached at Annex A. The FORT Information and Security Policy should also be considered as part of this agreement.
- 1.3 All partners signed up to this ISP are committed to:
 - Partnership working
 - Consistency
 - Quality and equity
 - Valuing the contribution of all services and agencies
 - Clarity of roles, responsibilities and accountability
 - Processing personal data in accordance with their obligations under the UK GDPR and Data Protection Act 2018 (‘Data Protection Law’)

This ISP covers the exchange of information between Orkney Money Matters Partner Agencies (Partners) using the FORT system. The FORT system is managed by Advice Infrastructure (Data Processor). The Partners to this agreement are THAW Orkney, Orkney CAB, Orkney Foodbank, Voluntary Action Orkney, The Blide Trust, OHAL, NHS Orkney, Social Security Scotland and Orkney Islands Council.

- 1.4 This information may also be shared to support the effective administration, audit, monitoring, inspection of services and reporting requirements. Partners may only use the information disclosed to them under this ISP for the specific purpose(s) set out in the ISP
- 1.5 This agreement does not give unrestricted licence for the wholesale sharing of information. Information sharing must take place within the constraints of the law, relevant guidance, service specific requirements and is underpinned with the ethos of transparency, choice and Service User confidentiality.

2 High level functions of this ISP

- 2.1 The functions which this information sharing protocol community are seeking to support involve:

- Facilitating the exchange of information between partners for the purposes of delivering a financial support service across the Orkney Money Matters partners.
- Improving the procedures for joint case management and information-sharing in relation to projects including any monitoring, inspection, audit and reporting requirements.

2.2 Personal information shared to support functions other than those detailed above are not supported by this ISP.

3 *Service Users included in this ISP*

3.1 The Service Users which this ISP relates to include:

- Any individual receiving a service from a partner agency delivered under the direction of the Orkney Money Matters partnership
- Any individual, partner agencies case managed on the Orkney Money Matters FORT CRMS

4 *Benefits to Service Users*

4.1 Benefits to the Service Users include:

- Personal information is secure
- Reduces duplication
- Creates a chain of accountability within the agencies involved
- Helps ensure the service user is referred to the most appropriate agency; thereby increasing the likelihood of a successful outcome

5 *Details of personal information being shared*

5.1 Personal information shared for the purpose of this ISP includes a range of information regarding the Service Users needs. A full schedule of the information shared is outlined in Annex A

5.2 The information shared might therefore include:

- Service user name
- Service user address
- Service user contact details
- Service user gender
- Details regarding eligibility
- Notes on service user contact with services
- Narrative assessments
- Requests for service
- Activities and outcomes

- 5.3 Only the minimum necessary personal information consistent with the purposes set out in this document must be shared.

6 Key identifying information

- 6.1 When sharing information, the following identifiers will be used where available, to ensure that all partner organisations are referring to the same Service User:
- CRMS client identification number
 - Service user name
 - Service user date of birth

7 The information sharing partner organisations

- 7.1 This ISP covers the exchange of information between staff of the organisations that are engaged in delivering the service outlined in this document. Each information sharing partner organisation is required to sign this information sharing protocol and confirm that the Work Instruction (attached separately) will be distributed to all staff.
- 7.2 Organisations involved in providing services to the public have a legal responsibility to ensure that their use of personal information is lawful, properly controlled and that an individual's rights are respected. Each Partner has responsibility for its compliance with this ISP within their own organisation..
- 7.3 For the purposes of communication with the Data Processor and the operation of this ISP, the Orkney Money Matters Lead has been identified as the CRM Owner. No changes to the data structure can be made without prior approval from the CRM owner. Any changes in the data structure will be notified to all partner agencies signed up to the protocol.
- 7.4 Only the CRM owner can approve a new partner agency being added to the list. If a new partner agency to this ISP is approved, all partner agencies signed up to the protocol will be notified.
- 7.5 Staff of these partner organisations who work directly with Service Users in order to carry out the functions described in this ISP, are bound by this document.
- 7.6 The term 'staff' encompasses paid workers, volunteers, students and other temporary workers approved by the employing / hosting organisation, whose duties include those relating to the functions outlined in this ISP.

Partners will ensure that all current and newly-appointed staff, volunteers, students and temporary workers receive appropriate training to ensure compliance with the terms of this ISP.

Part B – Justification for sharing personal information

Please note: Staff should not hesitate to share personal information in order to prevent abuse or serious harm, in an emergency or in life-or-death situations. If there are concerns relating to child or adult protection issues, the relevant organisational procedures must be followed.

8 *Legislative / statutory powers*

8.1 Disclosure of personal information will be conducted within the legal framework of the Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR), (known collectively as the Data Protection Legislation), the Human Rights Act 1998 and all other relevant law and regulations.

8.2 The term ‘personal information’, or personal data, has the meaning ascribed under Article 4 of the UK GDPR. For the purposes of this ISP, it refers to **any** information held as either manual or electronic records, or records held by means of audio and/or visual technology, about a living individual who can be identified from the information and any other information in the possession of the Partner about an individual Service User. This includes ‘special category’ data which is data relating to health, religious political and philosophical beliefs and gender and sexuality. It has been identified that this exchange of personal information may include special category data.

8.3 The Data Protection Legislation defines the terms Data Controller and Data Processor as follows:

‘Data Controller’ Controllers are the main decision-makers – they exercise overall control over the purposes and means of the processing of personal data. All Partners to this ISP are Data Controllers;

‘Data Processor’ act on behalf of, and only on the instructions of, the relevant controller. The Provider is a Data Processor.

8.4 Under Article 6 of the UK GDPR, lawful bases for processing of personal data include:

Article 6(1)(a) - an individual has given consent to the processing of his or her personal data for one or more specific purposes.

Article 6(1)(b) - ‘processing is necessary for the purpose of entering into or the performance of a contract’.

Article 6(1)(c) – processing is necessary for compliance with a legal obligation to which the controller is subject

Article 6(1)(d) - the processing is necessary to protect someone's life.

Article 6(1)(e) - the processing is necessary for you to perform a task in the public interest.

Article 6(1)(f) – the processing is necessary for your legitimate interests or the legitimate interests of a third party.

Note that the lawful bases for processing special category personal data are provided under Article 9 of the UK GDPR and Schedule 1 of the Data Protection Act 2018.

The Partners signed up to this ISP have identified and recorded the lawful basis for processing the personal information of the Service User – see section 11.

Part C – Operational procedures for this ISP

9 Summary

- 9.1 Only the minimum necessary personal information will be shared on a **need-to-know** basis and only when it supports the delivery of the purposes and functions set out in this ISP.
- 9.2 Personal information will only be collected using the approved collection methods, ensuring the required information is complete and up-to-date.
- 9.3 Partners will take all reasonable steps to ensure that changes and updates to any personal information within FORT is enacted promptly to resolve any inaccuracies.
- 9.4 Decisions about Service Users should never be made by referring to inaccurate, incomplete or out-of-date information.
- 9.5 Staff must also follow their own organisation's procedures relating to the handling of personal information.

10 Fair processing of information

- 10.1 Each Partner has an obligation, under Article 5(1)(a) of UK GDPR, to communicate with the Service User or their lawful representatives about how their personal information is used and how it will be shared at the earliest appropriate opportunity, preferably at first contact.
- 10.2 Each Partner's will inform the Service Users about how personal information will be used by providing service users with a clear and transparent privacy notice

11 Lawful basis for processing personal information

- 11.1 Partners to this ISP will ensure that the lawful basis for information sharing is identified and recorded. **All Partners signed to this ISP agree to communicate this to service users via a privacy notice.**
- 11.2 Details For the purposes of information management, Partners may rely upon:
 - Article 6(1)(e) – 'processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller'; or
 - Article 6(1)(a) - 'the Service User has given consent to the processing of his or her personal data for one or more specific purposes' as the lawful bases for the processing of personal information.
- 11.3 Where a Partner relies on Consent or explicit consent as the lawful basis for processing personal information to make the referral then the approach to

obtaining consent must comply with the requirements of UK GDPR in relation to obtaining, recording, managing and enabling the withdrawal of consent.

11.4 In relation to special categories of personal information, the Partners may rely upon:

- Conditions for processing specified in Schedule 1(2) (16), of the Data Protection Act 2018 and UK General Data Protection Regulation (UKGDPR); or
- Article 9 (2)(h) of the General Data Protection Regulations 2018 that processing is necessary for the purposes of “providing support for individuals with a particular disability or medical condition and Schedule 1(2)(16) of the Data Protection Act 2018; or
- Article 9 (2)(h) of the General Data Protection Regulations 2018 that processing is necessary for the purposes of ensuring “Equality of opportunity or treatment” and Schedule 1(2)(8) of the Data Protection Act 2018.

11.5 Partners may disclose personal information in order to prevent abuse or serious harm to others under the lawful basis of Vital Interest (Art 6(1)(d) and Article (9)(2)(c) of UK GDPR. If there are concerns relating to child or adult protection issues, staff must follow the relevant local procedures of their Partner organisation.

11.6 Personal information may also be lawfully shared in circumstances; where there is a legal requirement under Article (6)(1)(c) of UK GDPR and where there is a substantial over-riding ‘public interest’ under Article (9)(2)(g) if UK GDPR. For example there can be a public interest in disclosing information to protect individuals or society from risks of serious harm, such as serious communicable diseases or serious crime. Within a healthcare setting the prior approval of the Caldicott Guardian must be sought to share personal information without consent in the exceptional circumstances outlined above

11.7 If a claim of substantial public interest is made, justification will be clearly stated and any decision to share information with will be fully documented using the relevant local procedures of the Partner organisation. This note will include details of the legal requirement used and details of the member of staff who authorised the sharing

12 Actions to be taken where a Service User lacks capacity

12.1 Whenever dealing with issues of capacity, local rules and procedures should be followed and these must be compatible with the Adults with Incapacity (Scotland) Act 2000 and its associated guidance.

13 Information collection

- 13.1 The approved collection tools for partner organisations to gather the personal information detailed in this ISP are:
- FORT Client Relationship Management (CRMS)–Orkney Money Matters CRM

14 Frequency of information sharing

- 14.1 The personal information outlined within Section 5, Part 2 and Annex A, will only be shared on a need-to-know basis to support the functions of this ISP.
- 14.2 Partner organisations will share relevant personal information as detailed in Annex A.
- 14.3 Should changes be made to a record, all reasonable efforts must be taken to ensure that anyone who has received a copy of the record is also alerted to the change.

15 Retention Schedules

- 15.1 Personal data will be held, processed and then destroyed securely in accordance with the retention schedule agreed by the partnership. The retention schedule pertinent to this ISP is (a) Client Records will be archived 7 years after date of last edit.
- 15.2 For the avoidance of doubt archived records are not visible to agencies accessing the FORT system.

16 Subject Access Requests & Other Rights of the Data Subject

- 16.1 Requests for personal information will be processed and responded to using the standard SAR procedure within each partner organisation.
- 16.2 Requests to rectify records the data subject considers inaccurate should be recorded by the data controller and taking into account the purposes of the processing should be made accurate by adding to the incomplete client record or appending supplementary statement to the client record. Where the controller is unable to amend the CRM record these requests should be forwarded to Advice Infrastructure (info@adviceinfrastructure.com).
- 16.3 The Service User shall have the right to request from the Partner the erasure and restriction of personal information. The Partner will with due regard to the bases for lawful processing communicate to the Provider the outcome of any request. The Provider will action the request on behalf of the Partners.
- 16.4 The Provider will (following requests to receive personal information of the Service User from the Partner) provide such personal information in a format that is portable across electronic systems where the Service Users makes such requests.
- 16.5 There is no automated decision making when assessing eligibility for financial support.

17 Information Security

- 17.1 Breaches of security, confidentiality and other violations of this ISP must be reported in line with each Partner organisations' incident reporting procedures and in accordance with Data Protection Legislation.
- 17.2 Significant data breaches by Partner involving personal information provided by Partners under this ISP should be notified to the relevant Partnership Management Group within 7 days of the breach being identified. The Provider should report breaches to the Partnership Management Group within 48 hours of discovery.
- 17.3 All signatories must have appropriate technical and organisational measures in place to ensure that any personal data shared between partners is handled and processed in accordance with the requirements of the Data Protection Legislation.

18 Complaints

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

19 Review of this ISP

- 19.1 This ISP will be reviewed annually by the relevant Partnership Management Group. Any material changes to the sharing of personal information or the approval or removal of a party to the ISP shall trigger an interim review of this ISP by Partnership Management Group.

I/ We agree to operate within the conditions outlined by this Information Sharing Protocol. I confirm I will distribute the attached Work Instruction to appropriate staff in my/our organisation

Signed on behalf of the Partner –

Name:

Signature:

Date:

Annex A – Information which can be shared under this ISP

20 Details of information to be shared

ANNEX A is an EXCEL document attached with this ISP. It details the information collected and shared across all forms on the Orkney Money Matters CRM and will be updated as the system develops. An updated spreadsheet will be available to all signatories of the ISP