

Information Sharing Agreement (ISA):

Derbyshire County Council Adult Social Care and Derbyshire Healthcare NHS FT Access to Personal and Sensitive Health and Social Care Data

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All Information Sharing Agreements must be sent to Derbyshire Healthcare NHS Foundation Trust Information Governance Group for review and registration.

Version History

Date issued	Version	Status	Reason for change
	0.2	Draft	Comments following IGG 28/04/11
	0.3	Draft	Judith McCreadie comments
	0.4	Approved	IGG Approved 26/05/2011
	0.5	New Draft	Change to DCC & DHCFT working relationship.
	0.6	New Draft	Change to DCC & DHCFT working relationship.

1. Introduction

The structure of Adult Care Services, as delivered by Derbyshire County Council Adult Care, has altered as part of preparing for the personalisation agenda and employees of DCC social services no longer work as part of the DHCFT integrated care team structure. There is no contractual arrangement in place between the partner organisations but there is a continued need for the two agencies to share DHCFT health information and DCC Social Services information to facilitate integrated care delivery and continuity.

2. Partner Organisations

This service specific information sharing agreement forms a second tier agreement under the overarching Derbyshire Partnership's Joint Information Sharing Protocol. The agreement is between the **Derbyshire Healthcare NHS Foundation Trust** and **Derbyshire County Council Adult Care Services**.

3. Information to be shared

Personal data, sensitive personal data and confidential health and social care information in both electronic and paper based formats will be accessed by authorised DCC Adult Care Services employees and authorised DHCFT employees:

- Read only access to partner electronic health and social care records where there is joint involvement.
- Read and write access to all paper health and social care records where there is joint involvement – see Appendix A re maintenance of records.

4. Purpose of Information sharing

The Purpose of the information sharing is to facilitate safe and effective health and social care services for integrated care planning and service delivery.

Personal information must not be copied, disclosed or used for any other purpose than that agreed between DHCFT and DCC in this agreement.

Information shared under this agreement may only be used to facilitate the Purpose described above. The information must not be processed for any other purpose without explicit agreement between both partners.

5. Basis for information sharing

Service users will be made aware that their health and social care information may be accessed by the partners to this agreement for the Purpose described at paragraph four above.

In most cases partners to this agreement will rely on the explicit consent of the service user to share their personal information under this agreement when making a referral.

In a minority of cases, individuals may refuse consent because they are disengaged from services, or because they are concerned about the effect of the information sharing.

Refused consent is not an absolute barrier to the sharing of personal information and cases where consent is withheld should be considered on their individual merits, in line with the Data Protection Act 1998. If an individual refuses to give consent, at least one of the other conditions in schedule 2 of the Act, and in the case of sensitive personal data schedule 3 of the Act, must be satisfied before the information can be lawfully shared. It may be that the sharing of information is necessary to protect the vital interests of a service user in which case information can be shared between organisations despite the lack of consent from the service user.

6. Exchange of information

No printed or extracted health or social care information obtained from the electronic system can be processed for any other reason other than the Purpose detailed at paragraph four.

Where it is felt by one partner that it would be appropriate to share Identifiable Information held on their system with staff from the other partner agency involved in the care of a particular service user they should record on the document that a copy has been provided and print from the system.

Employees of partner agencies must not access any information that is not required to achieve the Purpose as defined at paragraph 4.

The Partners will manage the information obtained under this agreement under their own organisations data management policies. In particular policies and procedures in relation to paper records storage, tracking, transportation, movement and transfer must be strictly observed.

Any data acquired or accessed as a result of this Information Sharing Agreement, must not be disclosed, copied or used unless in pursuit of the Purpose detailed above in paragraph 4. This condition applies during the course of this agreement and after it ceases.

7. Terms of use of the information

Partner organisations will ensure they have in place the mechanisms to comply with the organisational responsibilities contained in the Derbyshire Partnership overarching information sharing protocol and specific requirements of this sharing agreement. The employing organisation is responsible for ensuring that the terms of this agreement is communicated to its respective employees.

Further disclosure of health and social care information to organisations not party to this information sharing agreement will not be made without explicit service user consent or with further agreement between partners who must be satisfied that there is a legal basis upon which to share the information.

8. Data quality assurance

All parties to this agreement will undertake to maintain processes to ensure data quality. Where information is discovered to be inaccurate, out-of-date or inadequate for the intended use, this should be notified to the relevant organisation lead who will be responsible for facilitating the correction of the data.

9. Data retention, review and disposal

Health Records will be managed in accordance with DHCFT Records Management Policies and Disposal schedules. The social care record will be held within the health record (see Appendix A for details)

10. Access and security

Personal and sensitive personal data must only be accessed under this agreement by those who have been explicitly authorised by the appropriate Partner organisation. Individual employees must treat as confidential all information which may be derived from or be obtained in the course of this ISA or which may come into their possession as a result or in connection with the agreement.

All access not explicitly authorised by this agreement may lead to access rights being revoked with immediate effect.

11. General Operational Guidance/process

Both parties will observe Department of Health Information Governance standards by complying with the IG toolkit assessment. Assessments must be completed by all organisations that fall under the responsibility of the DH which includes NHS organisations (acute trusts, ambulance trusts, mental health trusts, primary care trusts and strategic health authorities) including foundation trusts and adult social care.

12. Management of the Agreement

This ISA requires each participating organisation to have a nominated senior professional who is responsible for:

- Agreeing who in their organisation has access to the shared information;
- Agreeing amendments to the ISA;
- Ensuring mechanisms are in place to monitor its operation and ensure compliance; and
- Ensuring a point of contact for managing the agreed escalation process for any issue resolution.

Handling of complaints or breaches of the agreement

Any complaints, security breaches or near-misses, including violations of the requirements stated in this agreement, made by DHCFT or DCC employees, agents or sub-contractors must immediately be reported, investigated and remedial action implemented using agreed reporting procedures, including notification of the DHCFT and DCC Caldicott Guardian where appropriate.

Handling of requests for information under Data Protection/Freedom of Information Acts

Any disclosure of information under the Freedom of Information Act obtained as a result of this ISA must be agreed between both parties prior to disclosure.

Subject access requests will be managed by the relevant organisation who owns the data as data controller in line with their local procedures which meet the requirements under Section 7 of the Data Protection Act 1998.

13. Reciprocal Indemnity agreement

Each partner to this agreement will undertake to indemnify the other against any legal action arising from any breach of this agreement by any person working for or on behalf of its organisation. This indemnity shall not apply unless the partner claiming the benefit of the indemnity notifies the partner responsible for the breach as soon as possible and no later than seven days from the date on which it is made aware of an action, claim or demand to which this indemnity applies.

The form of indemnity should be signed and dated by the nominated officer of the partner organisation identified as the signatories.

I have read, understood, and agree to abide by the terms and conditions of this agreement.

In addition:

- All information received under this Information Sharing Agreement will only be used for the Purpose defined and listed in the agreement.
- Information received under this agreement will not be disclosed to another agency without the agreement of the agency that provided the information in the first place.

- Information will be retained no longer than is necessary and will be protected by security measures equal to those stipulated in Derbyshire Partnership Forum Information Sharing Protocol and this Information Sharing Agreement.

The following agencies are covered by this agreement:

Signatories

Agency	Nominated officer	Signature
Derbyshire Healthcare NHS Foundation Trust	Ifti Majid Director of Operations and IM&T	
Derbyshire County Council Adult Care	Carole Robinson Group Manager Mental Health	