



Derbyshire County Council

Adult Care Department

INFORMATION SHARING AGREEMENT

Trident Reach the People Charity

Partners

- 1.1 Derbyshire County Council Adult Care Department and Trident Reach the People Charity.
- 1.2 It will be the responsibility of these signatories to make sure that they:
 - have realistic expectations from the outset
 - maintain ethical standards
 - have a process by which the flow of information can be controlled
 - provide appropriate training
 - have adequate arrangements to test compliance with the agreement
 - meet with Data Protection and other relevant legislative requirements.

Purpose of this information sharing agreement

- 2.1 The purpose of this Agreement is to facilitate the sharing of information between partners to ensure effective joint working within Extra Care provision in Derbyshire and ensure that the aims of the services are delivered.

The principal legislation concerning the protection and use of personal information listed below -

Human Rights Act 1998 - Article 8
The Freedom of Information Act 2000
Data Protection Act 1998
The Common Law Duty of Confidence
Health and Social Care Act 2001;
Mental Health (Patients in the Community) Act 1995;
National Health Service and Community Care Act 1990
Caldicott Principles

The type and extent of information to be shared

3.1 Routine information sharing

Personal details regarding residents, this could include the following –

- Name
- Address
- Postcode
- Telephone number
- Mobile phone number
- Age
- Gender
- Religious affiliation
- Nationality
- Primary language
- Registered disability
- Mobility
- Support required

- Current known vulnerability
- Medical needs
- GP name and practice contact details
- Care/service providers
- Contact details of family members or significant others
- Information stored on Person Held Records.

Anonymised information

3.2 Whenever possible data should be anonymised. If large volumes of data is provided for research and/or planning by partner organisations, as a matter of courtesy the outcome of that research/planning should be provided to the organisation(s) supplying the data.

3.3. How the information may be used

The purpose of sharing this type of information is to ensure that the care and support needs of clients are identified to enable integrated working, joined up support between the partner organisations and effective response to the management of alarms calls.

Details will also be used to inform risk assessments, including creation of individual plans for fire safety and evacuation.

Information accessed will be on a need to know basis in order to perform duties in connection with the care and assistance to be delivered only.

Clients will be asked to give their implicit consent for relevant social care information to be shared in accordance with the above issues.

Data quality

- 4.1 Information shared under this Agreement will be adequate to enable the effective discharge of Extra Care Service objectives.
- 4.2. Where information received by any partner is insufficient to achieve the agreed purpose, clarification will be sought before the information is acted upon. Partners receiving such queries will act promptly to resolve them.
- 4.3 Information received which is excessive in relation to the purpose of the Extra Care Service agreement will not be retained by the receiving partner.
- 4.4 Information identified as inaccurate, out of date or inadequate for the purpose should be notified to the Data Controller of the originating partner, who will be responsible for correcting the information and notifying all other recipients who must make sure their own records are corrected.

Data retention, review and disposal

- 5.1. Each partner is responsible for maintaining a complete and accurate record of the client. Records will be retained as long as is necessary in accordance with each partner agencies policies, each of which will be in accordance with legal requirements.
- 5.2 Each partner is responsible for the secure destruction of such records in accordance with their own policy.
- 5.3 Information no longer required for the agreed Purpose will be disposed of in a manner consistent with the security obligations defined below.

See Derbyshire County Council's Records Retention Policy.

Appropriate security

General

- 6.1 The partners to this agreement acknowledge the security requirements of the Data Protection Act 1998 applicable to the processing of the information subject to this agreement.
- 6.2 Each partner will make sure they take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 6.3 In particular, each partner must make sure they have procedures in place to do everything reasonable to:
 - make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport
 - deter deliberate compromise or opportunist attack
 - dispose of or destroy the data in a way that makes reconstruction unlikely
 - promote discretion to avoid unauthorised access.
- 6.4 Access to information subject to this agreement will only be granted to those professionals who 'need to know' to effectively discharge their duties.

Additional arrangements

- 7.1 To determine what security measures are appropriate in any given case, partners must consider the type of data and the harm that would arise from a breach of security. Information obtained in confidence may be regarded as requiring a higher level of security. In particular, they must consider:
 - physical and electronic security measures available
 - the reliability of employees having access to the information.

Complaints and Breaches

- 8.1 All complaints or breaches relative to this agreement will be notified to the designated Data Protection Officer of the relevant organisation in accordance with their respective policy and procedures.
- 8.2 The Adult Care Data & Information Manager will manage the Agreement on behalf of Derbyshire County Council
- Complaints or breaches of the Agreement will be reported to the designated Data Protection Manager of the relevant partner in accordance with their respective policies and procedures.
 - The Agreement will be reviewed annually by the Chief Emergency Planning Officer who will submit an annual report to the Derbyshire Local Resilience Forum.
 - The Agreement may be terminated by the Derbyshire Local Resilience Forum.
 - Respective partners will accept total liability for any breach if legal proceedings are served in relation to the breach.

Indemnity

- 9.1 The partner or third party processor will accept total liability for the breach if legal proceedings are served in relation to the breach.

Subject access request (SAR)

- 10.1 SAR will be dealt with according to Derbyshire County Councils Policy and all requests forwarded to the Access to Information Officer.

General operational guidance

- 11.1 Consideration should be given to the staff time and resource implications of the Data Controller extracting the data. If a request is made and then the data is no longer required an email should be sent to the Data Controller giving notice of this
- 11.2 I have read, understood, and agree to abide by the terms and conditions of this protocol.
- All information received will only be used for the purposes 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.

11.3 The Information Sharing Agreement will last for 12 months or at the request of any signatory organisation and will be reviewed in January 2014.

11.4 Organisations must comply with their responsibilities under the terms of the Information Sharing Agreement. These responsibilities are based around the legal framework of the Data Protection Act, the Human Rights Act and common law of confidentiality

Closure/termination of agreement

12.1 Any partner organisation can suspend the Information Sharing Agreement for 30 days, if they feel that security has been seriously breached.

12.2 They must notify termination and/or completion that must be given in writing with at least 30 days' notice.

Signatures

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|---------------|--------------------------------|
| Organisation: | <i>Arson Group</i> |
| Name: | <i>Anthony Meese</i> |
| Job Title: | <i>D.R. Officer</i> |
| Signature: | <i>[Handwritten Signature]</i> |
| Date: | <i>10/1/13</i> |