

GLoucestershire Information Sharing Partnership Agreement

APPENDIX 3 - SPECIFIC INFORMATION EXCHANGE AGREEMENT¹

This information exchange agreement reflects the reasons, processes and procedures for sharing personal data.

DATE:	13/11/13
FOR:	Short Breaks for Carers in Gloucestershire
VERSION:	9

Parties to the sharing of personal data:	DATA TRANSFERRED BETWEEN:	AND:	AND:	AND:	AND:	AND:	AND:
NAME:	Gloucestershire County Council	Guideposts Trust	Crossroads Central and East Glos	Crossroad Forest	Carers Gloucestershire	Gloucestershire Young Carers	Worcestershire Telecare
ADDRESS:	Shire Hall, Westgate Street, Gloucester GL1 2TG	Willow Tree House, Station Lane, Witney, Oxon, OX28 4BH	21 Rodney Road Cheltenham, Gloucestershire GL50 1HX	Foundry Road The Old Coach House Cinderford, Gloucestershire GL14 2JP	2 nd Floor, Messenger House 35 St Michael's Sq, Gloucester, GL1 1HX	7 Twigworth Court Business Centre Twigworth Gloucester GL2 9PG	Foley Grove Foley Business Park Kidderminster Worcestershire DY11 7PT

Indicate the Frequency of the Reviews:	Initial review 3 months following the start of this contract on 1 st October 2013, then further reviews at 6monthly intervals
Date of Next Review:	1 st January 2014

¹ This agreement sits below the Gloucestershire Information Sharing Partnership Agreement version 1.3 and/or the NHS Information Sharing Core Principles versions 5 and 6.

GLOUCESTERSHIRE INFORMATION SHARING PARTNERSHIP AGREEMENT

<p>PURPOSE/REASON for SHARING State reasons for sharing including whether it is a statutory requirement to share or if it is voluntary stating the perceived benefits to the customer for the sharing.</p>	<ul style="list-style-type: none"> • Information will be shared for the purpose of new referrals into the Breaks service (a breaks service is short-term respite in the home, family break or emergency provision for those carers registered to receive it) • Information will be shared to allow the delivery of a Breaks service to individuals • Information will be shared to refer carers for an assessment or review of their care needs, or another service delivered by a named party on this document. • Information will be shared to ensure service users receiving a service under the previous contracts continue to receive a service under the new contract • Information will be shared to fulfil the statutory return duties of the Local Authority to the Department of Health. • Information will be shared for the purpose of performance monitoring of this contract <p>Personal information is provided voluntarily by the carer and cared-for, for the purpose of receiving services, and shared with their consent. Allowing information to be shared in this way enables the carer to receive a Breaks service.</p> <p>Providers will provide data as part of contract performance monitoring and supporting GCC in their statutory returns to the Department of Health.</p> <p>Information will be shared if there is a safeguarding concern.</p>
<p>DATA TYPE/ DESCRIPTION state exactly data to be shared. E.g. name, address etc.</p>	<p>Name, address, date of birth, GP, ethnicity, gender, religion, contact telephone numbers, email address, details of the caring situation and care that the carer provides to the cared-for individual. Information about medical conditions and medication where relevant; name and contact details for next of kin or interested party. Details of any employment where relevant, details of benefits claimed for. Detail of service provided to Carer.</p> <p>Information about the cared-for will also be collated: name, address, GP, date of birth, details of care needs, medical conditions, medical history and medication, contact telephone numbers, next of kin. All details of the care that the Carer provides will be recorded, including but not limited to such detail as how to access the cared-for's property, and any activities the stand-in carer might have to perform in the absence of the role of the carer. Keysafe number where relevant for entry to a property.</p> <p>In relation to young carers, school/education setting information will be recorded.</p>

GLOUCESTERSHIRE INFORMATION SHARING PARTNERSHIP AGREEMENT

DATABASE(S) USED	GCC will record information on ERIC, LiquidLogic and CSS (a module of Capita 1) Gloucestershire Young Carers Database: Charitylog Guideposts Trust database: Care Manager 3 Carers Gloucestershire database: CarerControls Crossroads C&EG database: Caras Crossroads Forest database: Webroster
CONSENT/LEGAL BASIS The legal basis for sharing personal data, State legislation that supports the sharing e.g. wellbeing power Local Government Act 2000.	<i>Legal basis for sharing personal data (Delete or add to as appropriate):</i> The Data Protection Act 1998 Health and Social Care Act 2001 The Children Act 1989 and 2004 NHS and Community Care Act 1990 Local Government Act 1972 Local Government Act 2000 Health and Social Care Act 2008 (regulated activities regulations 2010) Under the Data Protection Act 1998, Gloucestershire County Council remains the data controller for all data relating to the provision of carers services.

GLOUCESTERSHIRE INFORMATION SHARING PARTNERSHIP AGREEMENT

<p>State the Schedule 2 (and Schedule 3 if sensitive personal data is to be shared) that allows the sharing</p>	<p>State the Schedule 2 (and Schedule 3 if sensitive personal data is to be shared) that allows the sharing (delete as appropriate):</p> <p>Schedule 2 conditions for processing personal data:</p> <ul style="list-style-type: none">• The individual who the personal data is about has consented to the processing.• The processing is necessary:<ul style="list-style-type: none">- in relation to a contract which the individual has entered into; or- because the individual has asked for something to be done so they can enter into a contract.• The processing is necessary because of a legal obligation that applies to authority (except an obligation imposed by a contract).• The processing is necessary to protect the individual's "vital interests". This condition only applies in cases of life or death, such as where an individual's medical history is disclosed to a hospital's A&E department treating them after a serious road accident.• The processing is necessary for administering justice, or for exercising statutory, governmental, or other public functions.• The processing is in accordance with the "legitimate interests" condition. <p>Schedule 3 conditions for processing sensitive personal data</p> <ul style="list-style-type: none">• The individual who the sensitive personal data is about has given explicit consent to the processing.• The processing is necessary to protect the vital interests of:<ul style="list-style-type: none">- the individual (in a case where the individual's consent cannot be given or reasonably obtained), or- another person (in a case where the individual's consent has been unreasonably withheld).• The processing is carried out by a not-for-profit organisation and does not involve disclosing personal data to a third party, unless the individual consents. Extra limitations apply to this condition.• The processing is necessary for administering justice, or for exercising statutory or governmental functions.• The processing is necessary for medical purposes, and is undertaken by a health professional or by someone who is subject to an equivalent duty of confidentiality.• The processing is necessary for monitoring equality of opportunity, and is carried out with appropriate safeguards for the rights of individuals.
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GLOUCESTERSHIRE INFORMATION SHARING PARTNERSHIP AGREEMENT

<p>How individuals will be informed of the sharing of data where required</p>	<p>Consent to share data is sought from individuals (carers) when they register for the service, and they will be required to sign a consent form. Consent to share is a requirement of receiving a service under the provisions of this contract. Services will only be available following an assessment of need, at which stage written consent will be sought.</p> <p>Where an individual's details need to be shared for the purpose of referring on to a specialist service, the individual will be informed prior to the referral. If the need for a referral on to another support service is identified, consent will again be sought prior to the referral-on.</p> <p>Additionally, the cared-for will be informed of the requirement to share when the Carer has their assessment. The Carer cannot receive a Breaks service without the informed consent of the cared-for or their representative.</p> <p>Carers already receiving support from a provider have been asked for their specific consent to share information for the purpose of service continuation.</p>
<p>SOFTWARE FORMAT USED e.g. Word, Excel, CSV, etc.</p>	<p>Word Excel PDF</p>
<p>ENCRYPTED or UNENCRYPTED If unencrypted state why and how this will comply with GovConnect (if applicable)</p>	<p>ENCRYPTED All exchanges will take place using: WINZIP and/or encryption of documents within emails for non-statutory agencies</p>
<p>PHYSICAL TRANSFER METHOD e.g. Memory Stick, Tape, Network, NHSNet, Laptop PC State the process of exchange, taking account of threats and vulnerabilities in the proposed communication methods and ensuring adequate safeguards to protect the information during transit and storage are in place. (NB a more secure method is preferred).</p>	<p>Information will be sent between organisations using WinZip email.</p> <p>If faxing is required, due to other methods being unavailable, both organisations (sender and receiver) will need to operate 'safe haven' procedures. Safe haven procedures require the sender to alert the receiver of their intent to send information, and for the receiver to await and then confirm receipt of, the document.</p> <p>Information may be exchanged orally by telephone.</p> <p>For the initial transfer of existing service users held on paper by Community Team manager, paper documents will be transferred from GCC to Guidepost Trust and Crossroads Care. These will be released by 2 members of the Community Team and collected in person by 2 members of staff from each organisation. There will not be an ongoing need to transfer hard copies of person-identifiable data.</p>

GLOUCESTERSHIRE INFORMATION SHARING PARTNERSHIP AGREEMENT

<p>QUALITY include a statement to commit to the accuracy and completeness of the data exchanged, including a process for informing all relevant parties of any inaccuracies identified</p>	<p>All data exchanged must be accurate, valid, reliable, timely relevant and complete; the responsibility for ensuring this remains with the organisation providing the data.</p> <ul style="list-style-type: none"> • Partner organisations are individually responsible for the quality of the data under their control in line with their respective Data Quality and Record Management policies. • When receiving information, partner organisations are responsible for applying relevant quality checks before using the information. If the information is found to be inaccurate, it is the responsibility of the organisation discovering the inaccuracy to notify the relevant partner. • Both partner organisations have a responsibility to ensure that all information is adequate, relevant and not excessive for the purpose of processing it.)
<p>FREQUENCY OF DATA SHARING e.g. monthly, weekly. etc.</p>	<p>Daily</p>
<p>RETENTION state the person or authority who is responsible for keeping the master file and the period of retention of data – Any copies held by other members of the project or group must destroy their copies at the same time.</p>	<p>Retention and disposal of information will be in line with Gloucestershire County Council's Records Management Policy or the equivalent policy within partner agencies</p> <ul style="list-style-type: none"> -Victoria Smith Quality, Policy and Practice Manager, Guideposts Trust -Tim Poole, Chief Executive, Carers Gloucestershire -Ele Samadeni, Operations Manager, Gloucestershire Young Carers -Fran Taberner, Head of Operations, Worcestershire Telecare -Helen Baker, Chief Executive Officer, Crossroads Care Central&East Glos -Pam Graham, Chief Executive, Crossroads Care Forest
<p>MONITORING Who will monitor that the processes above are taking place and are effective? What checks will be made?</p>	<ul style="list-style-type: none"> -Victoria Smith Quality, Policy and Practice Manager, Guideposts Trust -Tim Poole, Chief Executive, Carers Gloucestershire -Ele Samadeni, Operations Manager, Gloucestershire Young Carers -Fran Taberner, Head of Operations, Worcestershire Telecare -Helen Baker, Chief Executive Officer, Crossroads Care Central&East Glos -Pam Graham, Chief Executive, Crossroads Care Forest -Louise West, Outcome Manager, Gloucestershire County Council will have quarterly monitoring meetings with providers

GLOUCESTERSHIRE INFORMATION SHARING PARTNERSHIP AGREEMENT

<p>AWARENESS TRAINING State how awareness of this data sharing agreement will be raised amongst staff</p>	<p>All providers will undertake an initial briefing of their staff of the Information Sharing Agreement when the contract work transfers, so that staff are aware of the specific relationships within these contracts.</p> <p>GCC - All staff undertake specific system training when they first have access to the database, plus additional specific sessions about information management and data handling. Specific training to be undertaken with the GCC Customer Service Officers about this contract.</p> <p>Guideposts, Crossroads Central&East Glos and Crossroads Forest Information Governance includes:</p> <ul style="list-style-type: none"> - General policies to cover Data Protection, Information Handling and Information security - Generic information governance training (also currently developing eLearning) - Specific systems training <p>Additionally</p> <ul style="list-style-type: none"> - Info Governance raising awareness sessions - Ensure that managers and team leaders include refreshers in team meetings / group supervisions <p>Carers Gloucestershire – Specific systems training for anyone using the Carers Gloucestershire data system; information management training for staff.</p> <p>Gloucestershire Young Carers - mandatory training, team meetings, supervision,</p> <p>Worcestershire Telecare - Telecare Services Association code of practice covers training for the following: Privacy & Data Protection including Confidentiality, privacy and freedom of information policies. Information principles, information management, data sharing with partner agencies, receipt, use and storage of information, updating information, deleting records and disposal of data storage media.</p>
<p>DATA SUBJECT ACCESS REQUESTS State how the individual will access their information and include a statement which identifies the rights of the data subjects.</p>	<p>'Any subject access requests will be dealt with in line with either the Gloucestershire County Council Access to Personal Information (Subject Access) Policy or the equivalent policy within partner agencies.</p>
<p><u>PRINCIPLE 8 OF THE DATA PROTECTION ACT 1998:</u></p>	<p>DATA SHOULD NOT BE TRANSFERRED TO OTHER COUNTRIES WITHOUT ADEQUATE PROTECTION</p>

<p>I the undersigned certify that the personal data being received will not be disclosed to unauthorised persons. The Data and their Purposes of Use are Notified under the Data Protection Act 1998 and my organisation/company is committed to compliance with the Data Protection Principles.</p>	
<p>DATE</p>	<p>(Today's date)</p>
<p>SIGNATURE</p>	<p>(Your signature)</p>

GLOUCESTERSHIRE INFORMATION SHARING PARTNERSHIP AGREEMENT

JOB TITLE For and on behalf of: ORGANISATION	<i>(Your job title as written in your current job description)</i>
DATE	<i>(Today's date)</i>
SIGNATURE	<i>(Your signature)</i>
JOB TITLE For and on behalf of: ORGANISATION	<i>(Your job title as written in your current job description)</i>
DATE	<i>(Today's date)</i>
SIGNATURE	<i>(Your signature)</i>

GLOSSARY OF TERMS

Within this document, the following definitions apply:

Personal Data or personal information	Data which relates to a living individual who can be identified from that data or that data together with other information which is in possession, or is likely to come into the possession of the Data Controller
Sensitive Personal Data	Personal data consisting of : Racial or ethnic origin of data subject Political opinion Religious beliefs or other beliefs of a similar nature Membership of a trade union Physical or mental health or condition Sexual life Commission or alleged commission of any offence Any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings
Data Controller	Any person (including company organisation or individual) who (either alone or jointly or in common with other persons) determines how and for what the purposes any personal data is to be processed.
Data Processor	Any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller.
Processing	Means obtaining, recording, holding the information or data or carrying out any operation on the information including organisation, adaptation or altering retrieval, consultation, use disclosure alignment combining, blocking or erasure or destruction of information or data.
Data Subject	An individual who is the subject of the personal data