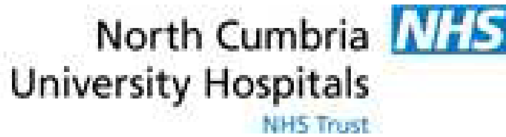

INFORMATION SHARING AGREEMENT

An information sharing agreement between organisations providing:

- Health
- Social Care
- Education
- Offender information (Prison)
- Support and Intervention for Youth Offenders, and
- Home Fire Assessments across Cumbria

Information Sharing Agreement Title:	**An information sharing agreement between organisations providing health, social care, education, support and intervention for youth offenders and home fire assessment services across Cumbria**
Partners:	Cumbria County Council NHS Cumbria (Cumbria Teaching Primary Care Trust) Cumbria Partnership NHS Foundation Trust University Hospitals of Morecambe Bay NHS Trust North Cumbria University Hospitals NHS Trust CHOC (Cumbria Health on Call) Allerdale Borough Council Haverigg Prison
Purpose:	For the purpose of sharing information required to support the delivery of health, social care, education and fire assessment
Version:	V1.02
Status:	Live
Owner:	• Cumbria Partnership NHS Foundation Trust- Head of Information Governance • NHS Cumbria – Information Governance Manager • Cumbria County Council Adult Social Care –Caldicott Guardian • North Cumbria University Hospitals NHS Trust • University Hospitals – Morecambe Bay NHS Trust • CHOC (Cumbria Health on Call)
Approved by:	• Cumbria Partnership NHS Foundation Trust-Director of Business Development • University Hospitals Morecambe Bay NHS Trust -SIRO • NHS Cumbria – SIRO • Cumbria County Council Adult Social Care and Children's' Services Caldicott Guardian • Cumbria County Council - SIRO.
Valid from:	06/11/2012
Review Date:	06/11/2014
Partner Owner:	**Cumbria Partnership NHS Foundation Trust**
Location of Agreement:	Paper Copy- Corporate Headquarters Electronic copy – SharePoint
Protective Marking Scheme:	RESTRICTED

Version No.	Amendments Made	Authorisation
1.01	Initial version	Signatories
1.02	Discussed at Cumbria Information Sharing Group – June 2012	

CONTENTS

1 Introduction 5
2 Purpose 7
3 Benefits..8
4 Power(s) 9
5 Process...11
6 Constraints on the use of the Information 14
7 Roles and Responsibilities under this Agreement 15
8 Specific Procedures..16
9 Review, Retention and Disposal..17
10 Review of the Information Sharing Agreement.................................17
11 Indemnity 18
12 Signatures..18

APPENDIX A: Summary of Legislation Supporting Information Sharing 18
APPENDIX B: Contact list……………………...19
APPENDIX C: Information Sharing Agreement Review Checklist…………21
APPENDIX D: Glossary of Terms…………………………………..……24
APPENDIX E: Details of information Shared between partners (Cumbria NHS & CCC………………………………………………………………26

1. INTRODUCTION

1.1. The delivery of high quality and effective health and local authority services requires joint working and sharing of information. The partners have a statutory duty to share information in a manner that is both lawful and ethical.

The Partners

1.2. Cumbria County Council (CCC) is responsible for the provision of social care and services to support education and schools for both children and adults within Cumbria, including the infrastructure through which these services can be administered. Children will receive help from the relevant department within the Council (either Children's Services or Adult Services) as befits their age and subject to Council Policy and Procedures concerning any special considerations required to be taken into account.

1.2.1. Education, welfare services and social care support in relation to young people up to the age of 18 are normally managed through Children's Service's

1.2.2. Corresponding support for young people aged over 18 is normally provided through Adult Services

1.2.3. In addition, home fire assessments are provided by the Fire and Rescue Services, Cumbria County Council

1.2.4. Cumbria Youth Offending Services is hosted within Children's Services Directorate, CCC. The service provides support and intervention to young people aged 10-18 years who have committed criminal offences

1.3. NHS Cumbria (formerly 'Cumbria Teaching Primary Care Trust') is the lead organisation for healthcare in Cumbria, with responsibilities including identifying any specific health needs as they arise, and providing primary and community services across the county. These services currently include the nine community hospitals in Cumbria, all of which provide medical and other support to young people under any circumstances, including as a result of exposure to harmful substances, accidents, ill-health, or harm caused through crime or violence, including domestic violence.

1.4 Cumbria Partnership NHS Foundation Trust is the main provider of Mental Health and Learning Disability Services across Cumbria

1.5 University Hospitals of Morecambe Bay NHS Trust is the main provider of acute hospital care in the south of county

1.6 North Cumbria University Hospitals NHS Trust is the main provider of acute hospital care in the north of the county.

1.7 Cumbria Health on Call (CHOC) provide a full out of hours' medical service for the needs of the population of nearly 500,000 across the county of Cumbria. This is a commissioned service by NHS Cumbria. Cumbria Health on Call has responsibility for ensuring that a full range of community based services, primary care services and hospital base care is available

The core services are divided into three main parts:

- Telephone advice and appropriate triage – this is to advise patients who either telephone directly or who are diverted from other services;
- Home visiting service – this is to visit patients in their own home who require treatment therein;
- Out of hours centres – this is to see patients who are fit to travel for treatment.

Cumbria Health on Call currently operates out of seven different locations. To facilitate home visiting, Cumbria Health on Call has twelve emergency vehicles within Cumbria which are fully equipped to deal with urgent and emergency complaints.

Cumbria Health on Call are performance managed by NHS Cumbria and have to meet the designated National Quality Requirements and are also in the process of registering compliance with the Care Quality Commission.

Cumbria Health on Call work with NHS Cumbria to deliver its operating plan and strategy for reducing attendances in A&E. Cumbria Health on Call also work with NHS Cumbria to deliver urgent care to patients in accordance with its strategic direction. Cumbria Health on Call is commissioned to provide a safe, efficient delivery of service in line with national standards and specific commissioner requirements. Cumbria Health on Call is also required to provide timely, accurate and comprehensive performance reporting in line with the commissioners' requirements – a value for money, affordable out of hours' service to be flexible and responsive and show willingness and ability to work with the commissioners and others organisations to achieve an integrated overall urgent emergency and unscheduled care service.

The period of time covered:

Weekdays: 18:30 -08:00
Weekends: 18:30 on Friday until 08:00 on Monday
All national public holidays from 18:00 the previous night until 08:00 on the next working day

1.8 HMP Haverigg. The prison is on the site of an old RAF training centre, converted to a prison in 1967. A great deal of modernisation has taken place. The prison can hold up to 644 Category C male prisoners and has potential for developing further prisoner accommodation and facilities. Accommodation for prisoners varies from a cellular house-block to billets, and two RTUs (Residential Treatment Unit).

1.9 Allerdale Borough Council (ABC) provides a range of services to residents, businesses and visitors to the borough and has an enabling role to promote the health and well-being of the community. A number of the Council's activities and priorities have an impact on health.

The environmental health service controls the safety of food, health & safety of workplaces and pollution control preventing ill health.

The refuse collection service contributes towards preventing problems associated with public health.

The condition of housing and the Council's enabling role relating to housing, acts to ensure that the housing stock is in decent condition and meets the on-going needs of the population. Living conditions in relation to decent housing has a direct impact on health and well-being. This supports the County Council's social care provision. Provision of a homeless service is an essential part of the housing service.

The Council act to provide opportunities for sport, leisure, arts and culture which support the health and well-being of the community.

The economic development activities of the Council's regeneration team help to support and encourage employment in the area which supports the anti-poverty priorities of the Council. The work of revenues and benefits team on housing and council tax benefits is also important in this. The links between poverty and health are well established.

1.10 Unity is the name of the Countywide Substance Misuse Recovery Services provided by Greater Manchester West Mental Health Foundation NHS Trust, this includes HMP Haverigg.

1.11 **Organisations make the assumption that in the event of organisational change the successor bodies identified in statute will observe the existing agreement until the date of renewal unless otherwise determined**

Need for Information Sharing

1.12 All of the partners recognise and respect each other's duties and responsibilities, whether enshrined by law or otherwise, to maintain the confidentiality of information about the individuals that they hold (for whatever reason) amongst their records. These duties and responsibilities apply to all organisations whether they are in the public or private sector, and do not just reflect the requirements of legislation, such as the Data Protection Act 1998, but also the much wider issues of public confidence and expectation concerning their operation and performance, as a part of the service that they provide.

1.13 However, the partners also recognise the need and benefit of working in partnership to help inform and support each other, and that this will sometimes include a requirement for the ethical and lawful sharing of information where this will help support the purposes in Section 2 below.

2 PURPOSE

2.1 The partners note that extensive provision for information sharing between them already exists under a range of statutory powers. A summary of this legislation is listed in Appendix A.

However, this Information Sharing Agreement is intended to outline how and when personal information may be shared between the CYSSP partner organisations

where such sharing is **not** provided for under legislation, and as supported by the legal powers set out in Section 4.

2.2 This agreement will also set out how the information sharing process will be conducted and recorded, and set minimum standards for preserving information securely so that it is protected from compromise[1], but is available to those with a professional need to know[2].

2.3 The agreement is also intended to clarify partner agencies' roles, responsibilities and duties towards each other in relation to the sharing of personal information.

2.4 Adherence to this agreement will also ensure that only information that is **relevant** and **proportionate** to the issue at hand is shared, and that it is delivered in a timely and controlled fashion, thus minimising any risk of harm to individual clients or patients, staff working for the organisations or the wider community.

3 BENEFITS

3.1 Benefits of information sharing to all of the partners include:

- To help inform discussion and decision making between the partners by enabling a full picture to be gained of background and events.
- To help identify when patients or clients or their families or carers might be exposed to harm.
- To inform partners of case outcomes, enabling lessons to be learned.
- To support the review of previous decisions taken by the partners, and decision-making procedures, where opportunities are identified to tackle problems in other ways, or to 'do things differently next time'.
- To support research, audit and service evaluation questionnaires to establish current practice and facilitate evidence based improvements/developments.
- Assist staff working for the organisations to make properly informed and balanced decisions in relation to the safety of their own staff, in connection with any potential or unknown risks which may be involved in dealing with people involved incidents where harm has occurred (or is suspected), and especially help them where the information may not otherwise be available from any other source.
- Promoting public reassurance in the multi-agency, mutually supportive, partnership approach of health and CCC services in relation to their work in Cumbria.

---

[1] Information which has been marked as requiring to be protected from compromise in accordance with the Government Protective Marking Scheme ('GPMS') may be shared under this agreement notwithstanding that either partner is not required to abide by the scheme. Both partners therefore accept and agree that the decision of who may have access to information protectively marked in this way will be risk-based

[2] Need to know' is a security principle which states that the dissemination of classified information should be no wider than is required for the efficient conduct of business. A balance must be struck between making information as widely available as necessary to maximise potential benefits, and restricting it to protect the security of sources, techniques, and the confidentiality and integrity of the information itself

- Helping protect medical staff (and other patients) from exposure to (or fear of) harm, violence, or verbal abuse, when individuals (possibly including allegedly violent offenders as defined with the Multi Agency Public Protection Agreement) are receiving medical attention as a result of a incident, especially where the incident was alcohol or drug related.
- Information sharing will assist in the discharge of a hospital's Health and Safety responsibilities to their staff, patients and visitors, for example by indicating whether individuals being brought for treatment have any violent or behavioural issues, or whether any circumstances of distress are involved which may be upsetting to onlookers or children.
- Direct sharing of information concerning the circumstances leading up to their need for medical help will support:
    - Improved confidence on the part of everyone concerned that all of the necessary information has been made available to medical staff.
    - Improved speed of diagnosis, and thereby faster subsequent administering of the right treatment.
- Potentially significant medical benefit where information needed urgently is able to be shared by partners where it may not be available from any other source,

3.2 Benefits to the public include:

- Promoting public reassurance in the professional and partnership working of the organizations involved in the provision of health, social and education services
- Increased personal and domestic safety from the home fire assessments

4 POWER(S)

4.1 The partners note that statutory powers exist which include widespread provision for information sharing in different circumstances. A summary of the main areas of legislation concerned is attached as Appendix A.

The partners agree that any decision to share information will first and foremost be based on these powers in all cases where they are able to be applied.

4.2 However, in circumstances where statutory powers do not apply, the decision to share (or withhold) any information is based on an assessment of the risks involved - that is, balancing the risks of possible consequences if information is shared against the risks if it is not shared.

When considering these risks, the signatories also agree that a central concern where information sharing about individuals is involved is whether the sharing is justified when balanced against the rights of the individual who is the subject of the information, as set out in the Data Protection Act 1998, and the Human Rights Act 1998.

4.3 The risk assessment must also take into consideration any national guidelines concerning the management of sensitive information within the partner organisations. This includes the NHS Confidentiality Code of Practice and the Caldicott Priniciples.

4.4 Where medical information is involved, the partners note and agree that the principles known as the 'Caldicott Principles' will be fully considered as a part of all decisions on whether the sharing of information is justified.

4.4.1 In December 1997, the Caldicott Report identified weaknesses in the way parts of the NHS handled confidential patient data[3] and recommended that a senior person should be nominated in each NHS organisation, including the Department of Health and associated agencies, to act as Caldicott 'Guardians', with a responsibility to ensure patient data is kept secure.

4.4.2 The recommendations advised that the 'Guardian' should normally be a senior professional at Board level or be closely supported by such a person.

4.4.3 The NHS IM&T Security Manual (Section 18.4) requires each organisation to designate a Senior Information Risk Owner (SIRO) at Board level to oversee all information risk procedures affecting access to person identifiable data

4.4.4 The requirements to protect the confidentiality of patient information as set out in the Caldicott provisions will therefore be considered as part of the assessment as to whether the interests of the patient are best served by the sharing of information, or whether they are best served by not sharing. Where information is shared, provisions to secure protect and preserve the confidentiality of any patient information whilst it is in the hands of another partner will be adhered to, as set out in Section 9 below.

4.5 In addition to the Caldicott Principles, the signatories note that 'Guidance for Doctors' concerning the confidentiality of patient information issued by the General Medical Council became effective on 12th Oct 2009.

4.5.1 The partners agree that where information concerning individuals receiving medical attention is involved, this ISA will support the requirements of this Guidance, and they note in particular that:

- Good practice makes clear that patients have a right to expect that information about them will be held in confidence by their doctors, however medical practitioners must use their own judgement to apply the principles in the Guidance to the situations they face in practice, using the Guidance to identify the relevant ethical and legal considerations involved
- Patients must have information readily available to them explaining that, unless they object, their personal information may be disclosed for the sake of their own care and for local clinical audit

[3] Confidential information is:

- Personal information of a private and sensitive nature; and
- Information that is not already lawfully in the public domain or readily availably from another public source

- The patient's express consent should be obtained if identifiable information is to be disclosed for purposes other than their care or local clinical audit, unless the disclosure is required by law or can be justified in the public interest[4].
- Personal information must not be disclosed to a third party such as a solicitor, police officer or officer of a court without the patient's express consent, unless it is required by law or can be justified in the public interest[1].
- If a patient refuses consent, or if it is not practicable to get their consent, information can still be disclosed if it is required by law or can be justified in the public interest[1].

5 PROCESS

5.1 This agreement has been formulated to facilitate the exchange of information between partners. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of each case.

5.2 Where sharing of information is not provided for under legislation, it will be risk based, balancing the possible consequences of sharing against the consequences of not sharing.

5.3 In all cases, the central guiding principle of whether information should be shared will be that it will place the best interests of the person about whom the information is being shared, whether they are a young person, a victim, or a potential victim, at the heart of both the sharing decision, and the sharing process.

When Will Information Sharing Be Considered

5.3.1 As a consequence of information coming into the possession of one of the partners such that a potential risk of harm is identified, and that in the opinion of that partner sufficient reason exists for asking whether any relevant additional information concerning that risk may be held by another partner.

5.3.2 Where a partner recognises that information that they hold may potentially be of significance to another organisation, and which in the opinion of the partner owning it would be likely to help protect someone, or reduce a potential risk of harm if it was to be shared

5.3.3 Routine information sharing based on statutory powers or obligations

5.4 Consent

5.4.1 It is important that partners ensure that service users/clients are aware that personal information about them might need consideration to share. Service users/clients must be informed about the uses that will be made of their information (e.g. via Fair Processing notices) and given the opportunity to object where disclosure is not required by law

---

[4] The Guidance defines 'public interest' as: "The interests of the community as a whole, or a group within the community of individuals" and gives extensive advice about the balancing exercise required to determine whether the test of public interest has been satisfied.

[1]A public interest can arise in a wide range of circumstances, for example, to protect children from significant harm, protect adults from serious harm, promote the welfare of children or prevent crime and disorder

5.4.2 Implied consent (on the basis that Fair Processing notices are in place) is usually sufficient for most situations involving sharing information in the health care team or with others providing immediate care, and for purposes of audit and evaluation of services

5.4.3 Express consent is otherwise usually needed before the disclosure of identifiable information for other purposes subject to regulations issued under S.251 of the NHS Act 2006.

5.4.4 Wherever possible information will be either anonymised or pseudonymised to avoid the need for express consent

5.4.5 Individual wishes will be respected where disclosure is not required by law

5.4.6 However, the law allows a breach of confidence and information to be disclosed without consent when it is deemed to be in the public interest to do so. This would include situations where an individual, their family or carers or the wider public is at risk. Disclosure in these circumstances however must be on a need to know basis

5.4.7 In circumstances where a patient cannot be informed about the sharing of information such as in an emergency situation then the relevant information must be passed to those providing the care.

5.4.8 A child or young person, who has the capacity to understand and make their own decisions, may give (or refuse) consent to sharing. Children aged 12 or over may generally be expected to have sufficient understanding. Younger children may also have sufficient understanding. All people aged 16 and over are presumed, in law, to have the capacity to give or withhold their consent to sharing of confidential information, unless there is evidence to the contrary. When assessing a child's understanding the issues should be explained to the child in a way that is suitable for their age, language and likely understanding. Where applicable their preferred mode of communication should be used. It is good practice to seek consent of an adult where possible. Considerations about whether a child has sufficient understanding are often referred to as Fraser guidelines. For more details see the Glossary

Requests for Information

5.5 Where a request for information is to be made arising out of the circumstances set out in 5.4 3 (disclosure of identifiable information) above, the request must be in writing, such that:

5.5.1 Details of the individual who is the subject of the request must be accurate and sufficient to uniquely identify the person concerned

5.5.2 It must be indicated on the form whether the consent of the person to request and supply the information has been obtained. If consent has been obtained, a photocopy of the consent document must be attached to the form

5.5.3 A timescale and requested method for reply will be included on the request, or as otherwise agreed between the partners on a case by case basis

5.6 Where a partner decides to make information available or 'volunteer' it to another partner (or partners) as set out in 5.4.3 above, the procedure outlined in 5.14 below will be followed.

What Information May Be Shared

5.7 Information about individuals (whether patients, offenders, victims, witnesses or otherwise) which may be shared under this agreement will be agreed separately between partners and not published as part of this agreement, for operational purposes

5.8 In all instances, the decision about exactly what information will be shared, and what will not, will be taken on a case by case basis. Where information has been requested by another partner, any information shared in reply must be relevant to the request and proportionate in relation to the reasons for the request. For the purpose of this agreement 'proportionate' means that information shared must be the minimum necessary to achieve the purposes intended, and not beyond.

5.9 The signatories agree that a partner may consider it relevant, in certain circumstances, to provide information that falls outside a stated request. For example, it might be considered appropriate to share information about a person who resides or associates with an individual that may help build a more complete picture for the partner agencies, such as whether a child is living at the same address as a convicted sex offender.

Non-Personal Information

5.10 De-personalised or 'non-personal' information may be shared at any time and in any format, immediately upon request, without regard to any restrictions placed on the sharing of personal or sensitive information described in this agreement.

5.11 In respect of information exchanges for non primary purposes, the partners will apply pseudonymisation processes to be further defined. For example, personally identifiable information can be transmitted between partners via the Secondary Uses Service or pseudonymised within the Safe Haven mechanisms

How Will Information Be Shared

5.12 Information to be provided in response to a request may be returned by any means agreed between the two partners involved as befits the sensitivity of the information, and the urgency with which it is required. The options agreed between the partners are listed in Section 5.13 below.

5.13 Permitted formats for the exchange of sensitive personal information, whether as requests or replies, include:

i. face to face at meetings held by two or more partners
ii. by hand, other than at meetings of either type above
iii. secure e-mail, using such technology as is available to the partners involved
iv. Secure post
v. telephone
vi. fax

5.13.1 The partners agree that the preferred formats for exchanging information are (i) to (iv) above, on the grounds of improved security during transmission.

5.13.2 However, where necessary, methods (v) to (vi) may be considered on a case by case basis, at the discretion of the partner who owns the information, and based on the urgency of the circumstances.

5.13.3 Partners will accept responsibility in exceptional circumstances (e.g. civil emergencies) for passing information via insecure methods on the balance of risk.

5.14 Where information is to be shared on the basis of the circumstances set out in Section 5.4 3 above, any of the permitted methods and preferences set out in 5.13 above may be used, at the discretion of the partner owning the information.

<u>What happens to the information</u>

5.15 All information supplied shall be stored securely (whether in electronic format or hard copy), to prevent unauthorised access. (See Section 9 below.)

5.15.1 When information is disclosed in a meeting, details of requests and decisions to share must be recorded in the meeting minutes.

5.15.2 Information stored on electronic systems must be protected by user authentication and password log-on.

5.15.3 Paper or other hard copy records must be securely stored in a locked cabinet when not in use, or when left unattended.

5.15.4 All record types must be deleted or destroyed when the information is no longer required for the purpose for which it was provided.

5.15.5 Where appropriate "*protective markings"* should be used.

6 Constraints on the Use of the Information

6.1 Information shared under the terms of this agreement must not be disclosed to any third party or without the written consent of the organisation that originally provided it.

6.2 Information shared and received under the terms of this agreement may only be made accessible within each recipient organisation for the purpose for which it was requested or provided, and only to those individuals or role-holders with a professional *'need to know'*.

6.3 Information exchange requires an encrypted process and the means of exchange should be agreed between the partners, i.e. compliance with partner's Encryption Policies.

6.4 The partners agree that they will undertake no additional 'vetting' checks in respect of those who will be involved in the information sharing processes, other than are already provided for within the existing arrangements for handling sensitive information within their respective organisations. They jointly, therefore, accept the risk arising from the absence of such additional checks being made.

Freedom of Information Act 2000 and Environmental Information Regulation.

6.5 In the event of a partner receiving a request for information under the Freedom of Information Act 2000 and Environmental Information Regulation, they must carry out a public interest test, where applicable.

Data Protection Act 1998

6.6 Subject access requests under the Data Protection Act (1998) require the receiving Data Controller to confirm with any partners identified within the request the responsibility for processing in accordance with the provisions of the Act. The application of an exemption rests with the partner agency that received the request and is holding the information in question.

7 ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

7.1 Signatories are responsible for ensuring that adequate resources are available within their respective organisations to fulfill the commitments made to the other partners under this agreement.

7.1.1 Signatories must bear in mind that information sharing about individuals will most frequently be subject to legal constraints based on the rights of the individual, and that where information sharing is founded on the voluntary capacity of that person to have their information shared, there is a strong ethical consideration to ensure that the wishes of that individual are respected.

Whilst it is outside the scope of this document to prescribe what levels of training and expertise may be required within each organisation, the signatories must ensure that such ethical considerations (as they may each interpret them) are understood and fulfilled by all personnel authorised to be involved in sharing of personal information with other organisations.

7.1.2 This includes ensuring that all personnel and staff who may be involved in sharing information under this ISA are suitably trained and qualified with regard to its requirements, and that sufficient staff resources are in place to cover absences and leave.

7.2 In order that the most appropriate resources within the partner organisations can be brought together as quickly as possible, each signatory will identify one or more individual role-holders to be primary *'Points of Contact'* (PoC's) for information sharing under this agreement within their respective organisations.

7.3 The nominated role-holders appointed to act as PoC's for each organisation will be listed alongside the signatory details in Section 12.6 below.

However, the partners agree that although PoC role-holders must be listed, for security reasons their respective contact details will be attached as a separate Appendix (Appendix 'B') to this document, to be exchanged privately between the organisations concerned, and not published as part of this agreement.

7.4 The chief responsibility of each PoC will be to ensure that there is no barrier to information sharing, those directly involved in a case are fully and properly informed of any relevant information shared by another partner, and so are as fully equipped as possible to support and protect the interests and welfare of the individuals under their care.

7.4.1 The PoC's must also ensure that shared information disseminated to those involved in a given case is only used for the purposes for which it was requested or supplied, and that any requests initiated from within their section or department for information from the other partners supports a statutory obligation, statutory power, or other purpose authorised within this agreement.

7.4.2 It is also the responsibility of each PoC to ensure that the contact details listed in Appendix B for their own organisation (or section, or department) are kept up to date and changes advised to the other partners as necessary.

7.5 PoC's are responsible for ensuring that any information shared by their organisation is accurate and in line with existing national or local standards where applicable. If inaccuracies or errors are later found to exist in information that has already been shared, this is to be notified by the partner discovering the error to the originator, who must then further advise all relevant recipients to whom the incorrect information has previously been sent, as appropriate.

7.6 The PoC acting for each partner will know how to access:

i. Records of consent to the sharing of personal data.
ii. Records of all information shared with whom and when and why it was shared, and in such format that it can be reviewed and audited at a later date

7.7 Partner organisations who obtain consent from individuals undertake to preserve the original consent forms for as long as the case file retains open, and to supply copies on request to the other partners.

8 SPECIFIC PROCEDURES

8.1 If a partner which owns information which they are contemplating sharing considers that special circumstances exist in relation to it, for example in unusually sensitive cases, such that normal arrangements for sharing information are insufficiently secure, then an alternative method may be selected at the discretion of the partner owning the information.

For example, such cases may arise where the Caldicott principles concerning patient confidentiality, or some types of police information, are involved.

- In such cases, due regard to the urgency of the need for the information by the intended recipient(s) will also be taken into account.
- In addition, special terms or conditions relating to the handling, storage, destruction, or any other matter relating to the information may also be imposed on a case by case basis.

8.2 Requests for personal information may be made by telephone in cases of emergency, for example, where there is an imminent risk of violence or harm. Clear and concise records of disclosure must be made.

9 REVIEW, RETENTION AND DISPOSAL

9.1 The signatories undertake that information received under the terms of this agreement will be retained securely, only used for the purpose for which it is requested or supplied, and securely disposed of it when it is no longer needed.

9.2 Files containing information shared by partners will be reviewed in accordance with each organisation's own internal policies and procedures. The signatories each accept full responsibility on behalf of their respective organisations that such policies and procedures comply with all relevant legislation concerning its storage, processing and retention, including the Data Protection Act 1998, the Human Rights Act 1998 and any other legislation which may be applicable.

9.3 However, in all cases and notwithstanding section 9.2 above, information shared may not be retained by the partner(s) receiving it for longer than the number of years identified by partners procedures after it was provided unless approved in writing by the partner who originally provided it.

9.4 Information shared by partners may be stored electronically, or in paper form for example as part of 'case files'.

9.5 Access to paper records will be limited to those with a professional need to know. They will be stored in a locked cabinet in a locked room when not in use, and disposed of by cross-cut shredding or incineration when they are no longer required.

9.6 Electronic records will be protected by user authentication processes to include user id's and password protection, with access controls to these files within each organisation accountable to the partner signatory or designated PoC. When electronic records are no longer required, they must be deleted electronically, and the system storage devices themselves securely disposed of when they are replaced or taken out of service.

9.6.1 Where electronic back-up systems are in place, there is no need for these back-up records to also be deleted provided that their continued use will cause the data to be overwritten within a six month timescale.

9.7 Any partner may withdraw from this Protocol upon giving written notice to the other signatories. Information which is no longer relevant must then be destroyed or returned. The partner must continue to comply with the terms of this Protocol in respect of any information that the partner has obtained through being a signatory.

10 REVIEW OF THE INFORMATION SHARING AGREEMENT

10.1 This agreement will be reviewed twenty four months after its implementation and bi-annually thereafter. Appendix C provides a checklist to ensure the ISA continues to achieve its purpose and the process of sharing is operating smoothly.

11 INCIDENT MANAGEMENT PROCESS

11.1 In the event of any partner receiving a complaint concerning the information sharing process, they will notify the other partners in writing as soon as practicable, in order that a collective decision can be made on how to respond.

12 SIGNATURES

12.1 The signatories agree that the procedures laid down in this document provide an acceptable framework for the sharing of information between themselves, and that it is in a manner compliant with their statutory and professional responsibilities.

12.2 The signatory for the partner agencies should be a senior member of staff who can be held accountable for the processing of information.

12.3 The signatories to this agreement undertake to:

- Implement and adhere to the procedures and structures set out in this agreement.
- Ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this agreement.
- Engage in a review of this agreement six months after its implementation and annually thereafter.

12.4 The signatories accept responsibility for implementation of the terms of this agreement within their own organisations, and agree that staff will be trained so that requests for information, and the information sharing process itself, will be sufficient to ensure that the purposes of the agreement can be met.

12.5 Signatories must ensure that they comply with all relevant legislation.

12.6 Signatures: We the undersigned agree that each agency/organisation that we represent will adopt and adhere to this information sharing agreement.

		(SINGLE POINT OF CONTACT) SPOC		SIGNATORY	
PARTNER AGENCY	**ADDRESS**	**RANK/ POSITION**	**CONTACT NO.**	**RANK/ POSITION**	**SIGNATURE STATUS**
Cumbria County Council – Adult and Local Services	15 Portland Square Carlisle CA1 1QQ	Adult & Cultural services	01228 227141	Adult and Local Services Caldicott Guardian **-Tim Ward**	Signed original agreement available from IG Department at CPFT on request
Cumbria County Council – Children's Services	5 Portland Square Carlisle CA1 1PU	Children's Services	01228 226983	Children's Services Caldicott Guardian **-Susan Aktins**	Signed original agreement available from IG Department at CPFT on request
Cumbria County Council Fire and Rescue Service	Fire & Rescue Service Penrith Community Fire Station, Carleton Avenue Penrith CA10 2FA	Strategic Statistician	01900 706929	Strategic Development and Planning Manager **-Elizabeth Shaw**	Signed original agreement available from IG Department at CPFT on request
Cumbria Partnership Foundation NHS Trust	Carleton Clinic, Cumwhinton Drive Carlisle CA1 3SX	Head of Information Governance	01228 603025	Head of Business Development (SIRO) **-Michael Smillie**	Signed original agreement available from IG Department at CPFT on request
North Cumbria University Hospitals NHS Trusts	Cumberland Infirmary, Newton Road, Carlisle, CA2 7HY	Deputy Director of Information Management and Technology	01228 603775	Director of Finance (SIRO) -**Paul Wiggins**	Signed original agreement available from IG Department at CPFT on request

NHS Cumbria (Cumbria Teaching Primary Care Trust	Wavell Drive, Rosehill, Carlisle, CA1 2SE	Information Governance Manager	01228 227115	Director of Resources (SIRO) **-Rebecca Wagstaff**	Signed original agreement available from IG Department at CPFT on request
University Hospitals of Morecambe Bay	Royal Lancaster Infirmary, Ashton Road, Lancaster, Lancashire, LA1 4RP	Information Governance Manager	01524 516373	Information Governance Manager **- Julie Buckley**	Signed original agreement available from IG Department at CPFT on request
Cumbria health On Call (CHOC)	Capital Building Hilltop Heights London Road Carlisle CA1 2NS		01228 608200	Managing Director **-Susan Blakemore**	Signed original agreement available from IG Department at CPFT on request
Allerdale Borough Council	Allerdale Borough Council Allerdale House Workington CA14 3YJ	Chief Executive	01900 702786	Regulatory Services Manager **-Peter Daley**	Signed **by Harry Dyke** original agreement available from IG Department at CPFT on request
Haverigg Prison	HMP Haverigg North Lane Haverigg Nr Millom LA18 4NA	Deputy Governor	01229 713000	Deputy Governor -**Graham Beck**	Signed original agreement available from IG Department at CPFT on request
Unity	GMW Mental Health NHS Trust Bury New Road Prestwich Manchester M25 3BL				

Appendix A - Statutory Basis for Information Sharing

- Children Act 1989
- Children Act 2004
- Code of Practice: Records Management
- Confidentiality – NHS Code of Practice' (2003)
- Crime and Disorder Act 1998
- Criminal Justice Act 2003
- Data Protection Act 1998
- General Medical Council – 'Guidance for Doctors – Confidentiality' (2009)
- Human Rights Act 1998
- IM&T Security Manual
- Multi-Agency Public Protection Arrangements Protocol
- NHS Confidentiality Code of Practice 2002
- Police and Criminal Evidence Act 1984
- Police Reform Act 2002
- Terrorism Act 2000
- Working Together to Safeguard Children' (2010..

Appendix B: Information Sharing Agreement Review Checklist

The aim of this review is to ensure that the agreement is achieving its purpose and the actual process of sharing is operating smoothly.

ISA Title: Cumbria NHS & County Council ISA

Does the ISA still have the right contact list?	Are all contacts up to date and correct?	YES / NO
Is the agreement still useful and fit for purpose?	Are the purposes for which the ISA was established still relevant?	YES / NO
	Was the ISA intended to serve a short term purpose only, which no longer exists?	YES / NO
	Is information being shared within the timeframes specified in the agreement?	YES / NO
	Are any changes required to the type or content of the information being shared? For example, is any new information needed	YES / NO
Have any issues emerged in relation to the sharing process?	Are any changes to the mechanics of the sharing process required?	YES / NO
	Have any issues emerged about the way information, once shared, has been used by the receiving partner?	YES / NO
	Has any partner become aware of new legislation which may impact on the ISA?	YES / NO
	Have any opportunities been identified to fill any gaps in the information being shared	YES / NO
Is there agreement between all of the partners to extend the agreement for a further term (maximum one year)?		YES / NO

(continued over)

The signatories confirm that either **(please delete as necessary) :**
:

a) The document is satisfactory and no changes of any type are required
b) Minor details concerning changes to contact details have been made, but no changes are required to the ISA agreement
c) Changes are required to be made to the agreement as below:

The signatories below should be those who signed the original ISA document unless the individuals in the roles involved have changed.

Signed for and on behalf of ....

Tim Ward **Cumbria County Council**
Adult and Local Services
________________________________ **Date:____11/2/13____________**

Signed for and on behalf of ....

____
Date:______________

Signed for and on behalf of ....

________________________________ **Date:________________**

Signed for and on behalf of ....

________________________________ **Date:______________**

Signed for and on behalf of ....

Signed for and on behalf of ....

________________________________ **Date:**________________

________________________________ **Date:**______________

Signed for and on behalf of ....

Signed for and on behalf of ....

________________________________ **Date:**________________

________________________________ **Date:**______________

Signed for and on behalf of ....

Signed for and on behalf of ....

________________________________ **Date:**________________

________________________________ **Date:**______________

Signed for and on behalf of ....

Signed for and on behalf of ....

________________________________ **Date:**________________

________________________________ **Date:**______________

Signed for and on behalf of ....

Signed for and on behalf of ....

________________________________ **Date:**________________

________________________________ **Date:**______________

APPENDIX C: Glossary of Terms

Information Sharing Protocol	Documented rules and procedures for the disclosure and use of patient information, which specifically relate to security, confidentiality and data destruction between two or more organisations or agencies. Information sharing protocols generally have three tiers or elements: a) A High Level statement of compliance signed by an organisation's Chief Executive and Caldicott Guardian that binds the organisation into complying with the terms of the protocol. b) A description of the principles and rules that will be followed, consent procedures, legal compliance, security requirements etc. c) Guidance for staff on how to conduct day to day business with partner organisation who are party to the protocol.
Data Protection Act	The Data Protection Act 1998, which came into force on 1 March 2000, is about the rights and freedoms of living individuals and in particular their right to privacy in respect of personal information
Confidentiality	Patient information is generally held under legal and ethical obligations of confidentiality. Information provided in confidence should not be used or disclosed in a form that might identify a patient without his or her consent. There are important considerations to this role. The disclosure models should be followed on where it is proposed to share confidential information as per the Code of Confidentiality.
Patient Identifiable Information	Patients name, address, any part of full post code, date of birth, pictures, photographs, videos, audio tapes, or other images of patients NHS number and local patient identifiable codes. Anything else that may be used to identify a patient directly or indirectly. For example, rare disease, drug treatments or statistical analyses which have very small numbers within a small population may allow individuals to be identified.
Anonymised Information	This is information which does not identify an individual directly, and which cannot reasonably be used to determine identity. Anonymisation requires the removal of name, address, full post code, and any other detail or combination of details that might support identification.
Pseudonymised Information	This is like anonymised information in that in the possession of the holder it cannot reasonably by used by the holder to identify an individual. However, it differs in that the original provider of the information may retain a means of identifying individuals. This will often be achieved by attaching codes or other unique references to information so that the data will only be identifiable to those who have access to the key or index. Pseudonymisation allows information to be linked in a way that true anonymisation does not
Explicit or express consent	This means articulated patient agreement. The terms are interchangeable and relate to a clear and voluntary indication of preference or choice, usually given orally or in writing and freely given in circumstances where the available options and the consequence have been made clear
Implied Consent	This means patient agreement that has been signalled by behaviour of an informed patient
Disclosure Medical Purposes	This is the divulging or provision of access to data. As defined in Data Protection Act 1998, medical purposes include but are wider than healthcare purposes. They include preventative NOT PROTECTIVELY MARKED medicine, medical research, financial audit, and management of healthcare services. The Health and Social Care Act 2001 explicitly broadened the definition to include social care

Public Interest	Exceptional circumstances that justify overruling the right of an individual to confidentiality in order to serve a broader societal interest. Decisions about public interest are complex and must take account of both the potential harm that disclosure may cause and the interest of society in the continued provision of confidential health services. Such decisions are likely to require a court order and/or a decision by the team responsible for the care of the individual and in conjunction with the Caldicott Guardian.
Social Care	Social care is the support provided for vulnerable people, whether children or adults, including those with disabilities and sensory impairments. It excludes “pure” health care (hospitals) and community care (e.g. district nursing). There is therefore no clear demarcation line between health and social care. Social care also covers services provided by others where these are commissioned by Councils with Social Services responsibilities.
Caldicott Guardian	A Caldicott Guardian is a senior person responsible for protecting the confidentiality of patient and service-user information and enabling appropriate information-sharing. The Guardian plays a key role in ensuring that the NHS, Councils with Social Services responsibilities and partner organisations satisfy the highest practicable standards for handling patient identifiable information
Fraser Guidelines	The term arises from the Victoria Gillick case in the early 1980’s. Gillick mounted a legal challenge attempting to set a legal precedent which would have meant that medical practitioners could not give young people under the age of 16 treatment or contraceptive services without parental permission. The challenge was successful in the Court of Appeal but then the House of Lords ruled that young people who are under 16 are competent to give valid consent to a particular intervention if they have sufficient understanding and intelligence to enable them to understand fully what is proposed and are capable of expressing their own wishes. Lord Fraser of Tullybelton gave the leading judgement in the House of Lords, hence the reference to the ‘Fraser Guidelines’. The ‘Fraser Guidelines stress that the young person must understand the advice being given and must indicate that they cannot be persuaded to involve their parents.