

Strategic agreement to share information

April 2011



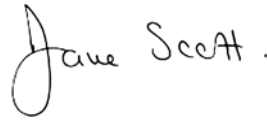
The Wiltshire Public Services Board

Organisation

Member

Wiltshire Council

Jane Scott, Leader and Chairman
of WPSB



John Thomson, Cabinet Member
for Communities, Wiltshire Council



Andrew Kerr, Chief Executive,
Wiltshire Council



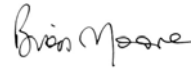
Wiltshire Police Authority

Christopher Hoare, Chairman
and Vice Chairman of WPSB



Wiltshire Police

Brian Moore, Chief Constable



NHS Wiltshire

Tony Barron, Chairman



Jeff James, Chief Executive,
NHS Wiltshire



Wiltshire Probation

Paul Aviss, Chairman

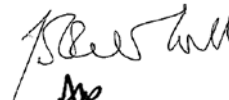


Diana Fulbrook, Chief Executive,
Wiltshire Probation Trust



Wiltshire and Swindon
Fire Authority

Brigadier Robert Hall, Chairman



Andy Goves, Chief Fire Officer



Ministry of Defence

Brigadier Stephen Hodder,
Commander 43 (Wessex) Brigade



For and on behalf of the Wiltshire Public Services Board

Maggie Rae

Corporate Director of Health and Wellbeing in Wiltshire

Strategic agreement to share information

Wiltshire Public Services Board

1. Purpose of the agreement

A number of very good, robust data sharing protocols and agreements designed to meet the requirements of specific assessments or projects already exist. In order to avoid a proliferation of such protocols and agreements and allow existing agreements to be re-visited, or replaced if it is felt to be appropriate, it is proposed that one new agreement be adopted to be signed at the highest level. The purpose of this agreement is to facilitate the exchange of information between the agencies represented by the Wiltshire Public Services Board (WPSB), which will enable members of the board to work together for the benefit of the public of Wiltshire. Specifically this agreement is designed to:

- maximise access to shared information with minimal hindrance or restriction
- strengthen service delivery and improve collaborative working
- enhance community and individual wellbeing, whilst reducing demand and dependency on public services
- enable users to access high quality information and understand its use
- maintain awareness and assess risk to ensure agencies achieve the agreements aims whilst complying with the law, in general, and the Data Protection Act 1998 (as amended) in particular.

2. Role of the Wiltshire Knowledge Management Group

A county-wide knowledge management group exists, made up of knowledge experts from the various agencies. It is represented by the WPSB and was formed in order to expand our knowledge about Wiltshire and improve our understanding about the needs of its population. Intelligence emanating from the group, in all forms, whether presentations, reports or data, will be freely available. In most cases there will be no restriction or charge to access it. Exceptions to this will be when:

- the intelligence identifies or, through the availability of other data publicly available, is at risk of identifying individual people
- the intelligence divulges, or is at risk of divulging commercially sensitive information, or information satisfying non-disclosure provisions of the Freedom of Information Act
- intelligence divulges, or is at risk of divulging data which is classified under the government protective marking scheme (or those other schemes operated by partner agencies) as not deemed suitable for public access.

3. Information to be shared

Personal and non-personal information held by agencies will be shared in accordance with HM Government 'Information Sharing: Guidance for Practitioners and Managers' available at the Department for Education website publications section:

ISBN: 978-1-84775-273-4

Strategic agreement to share information

The main legal powers are contained within HM Government 'Information Sharing: Further guidance on Legal Issues' available at the Department for Education website publications section

ISBN: 978-1-84775-276-5

In all situations where information is to be publicly available i.e. in the form of published reports, maps or references, it will be in the form of **aggregated de-personalised data** such as that often already available in the public domain. Personal information should never be made available to the public.

Where intelligence involves access to or production of personal data then an approved Second Tier agreement will be required in order to share the data. Such agreement will be specific to the instance of data sharing and the organisation sharing the data and will usually be time or project limited. An example of an approved Second Tier agreement is attached (Appendix 1)

4. Responsibility of the Wiltshire Public Services Board:

Partners shall attempt to indemnify all other partners and keep them fully and effectively indemnified against all direct losses, claims, damages, liabilities (whether criminal or civil), costs, charges, expenses (including legal fees and costs), demands, proceedings and actions which all or any of the partners may incur or which may be established against them by any person and which in any case arises out of:

- any breach by the indemnifying partner, its servants or agents, or any of the provisions of this agreement
- any processing by the indemnifying partner, its servants or agents, of personal data received, for the purposes other than the originating purpose
- any breach by the indemnifying partner, its servants or agents, of any law in respect of its processing of personal data received by reason of a disclosure made by another partner.

It shall also be the responsibility of members of the WPSB to ensure that:

- each organisation's own ethical, legislative requirements and standards are maintained
- a mechanism exists by which the sharing of information is agreed, controlled and audited
- appropriate multi-agency training and awareness is provided
- adequate arrangements exist to test adherence to the agreement.

5. Nominated sponsor of the agreement

The nominated sponsor of this agreement is Maggie Rae, joint director of public health of Wiltshire Council and NHS Wiltshire who shall, on behalf of the WPSB:

- ensure that a review is carried out in the first six months of the document being signed and then subsequently reviewed on an annual basis, when changes in legislation occur or when a partner requests it.

6. Retention of data

One area that often gets overlooked is the retention of data by data users long after the need to retain that data has passed.

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Retention should be for the minimum period required to achieve the objectives for which the information was obtained, after which it should be returned to the originator or destroyed.

7. Security of data

- Each partner must ensure they have appropriate security arrangements in place and take all reasonable steps to protect the data adequately from both a technological and physical point of view in accordance with British and International Standards. This must include security of computer data, manual files and all forms of transfers of data between partners.

8. Requesting/disclosing personal data

It is essential that adequate control of the flow of data be maintained. The Data Protection Act 1998 permits the exchange of data, provided the data has been fairly obtained and processed (the individual has been clearly informed how their data will be used and disclosed) and it is appropriately registered under the Act.

Disclosures can also take place under the Act's non-disclosure exception provisions. Reliance on these must be assessed on a case-by-case basis.

The provisions are as follows:

- For the prevention or detection of crime, the apprehension or prosecution of offenders, and taxation purposes request for information must be on a case-by-case basis, when failure to provide the information would be likely to prejudice these purposes. All requests and responses must be appropriately authorised and documented. (Section 29 Data Protection Act 1998).
- Where information is made available to the public by or under enactment. (Section 34 Data Protection Act 1998).
- Where the disclosure is required by law or by the order of a court. (Section 35 Data Protection Act 1998).
- Where a disclosure is made in connection with legal proceedings, for the purpose of obtaining legal advice and establishing, exercising or defending legal rights. (Section 35 Data Protection Act 1998).
- For the purpose of safeguarding national security. (Section 28 Data Protection Act 1998).
- By order of the Secretary of State. (Section 38 Data Protection Act 1998).

9. Complaints

Any complaints about data sharing relating directly to this agreement will be brought to the attention of the nominated officer of this agreement as outlined in section 5 above who will report directly to the Wiltshire Public Services Board on the nature and resolution of that complaint.

10. Training

Each partner is responsible for ensuring that appropriate members of staff are adequately trained in respect of all matters covered in this protocol.

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11. Confidentiality

The information shared should not be disclosed to any third party without the written consent of the agency that provides the information.

12. Signatories/organisations/co-sponsors

The nominated sponsor of this agreement, Maggie Rae, joint director of public health of Wiltshire Council and NHS Wiltshire, will sign on behalf of the Public Services Board along with the requisite Caldicott Guardian, or data protection officer, or other nominated person from each organisational member of the Public Services Board.

- Wiltshire Council
- Wiltshire Police Authority
- Wiltshire Constabulary
- NHS Wiltshire
- Wiltshire Probation
- Wiltshire & Swindon Fire & Rescue
- Wiltshire College
- Learning & Skills Council
- Ministry of Defence

Strategic agreement to share information

Appendix 1

Wiltshire Public Services Board Tier 2 data sharing agreement form

A. Project specific data transfer information

1. General description of data	
2. Summary of personal information included	
3. Project name	
4. Reason for data transfer	
5. Frequency of transfer	

B. Data transfer protocol

Data type	Data can be person / patient / client. Data must be de-personalised, but can include geographical identifiers (address, postcode, LSOA, etc).
Date transfer method	Data can be transferred electronically by one of the following methods: <ul style="list-style-type: none">• Encrypted data stick• Encrypted laptop• Secure email All files must be password protected and passwords supplied separately. All data must be deleted from transfer medium as soon as transfer is complete.
Data storage	Data must be stored either on encrypted data sticks or secure computer systems with access restricted to named analysts.
Data retention	All data must be deleted at the earliest opportunity. This will be once the data has been analysed and aggregated data produced.

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Data quality	Data quality is the responsibility of the organisation supplying the data for sharing.
Data transfer standards	<p>Every member of staff has an obligation to request proof of identity before confidential personal information is passed on.</p> <p>Every member of staff is personally responsible for taking precautions to ensure the security of confidential personal information both whilst it is in their possession and when it is being transferred from one person or organisation to another.</p>

C. Data transfer sign-off

Details of current data holder	
Name	
Signature	
Job title	
Organisation	
Caldicott or data guardian	
Name	
Signature	
Details of intended data recipient	
Name	
Signature	
Job title	
Organisation	

Signatories to this document 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.

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Guidance

This form is designed to compliment the data sharing agreement signed by members of the Wiltshire Public Services Board. Where intelligence involves access to or production of personal data (i.e. as defined below) then this form is required in order to share the data. Such agreement will be specific to the instance of data sharing and will usually be time or project limited.

'Personal data' is information that relates to a living individual, that can be identified from those data or from those data and other information which is in the possession, or is likely to come into the possession, of the data controller. It includes any expression of opinion or intention in respect of the individual.

A. Project specific data transfer information

1. General description of data: A brief description of the topic area; data origin and extent of the data (e.g. time period; geographical detail, etc.)
2. Summary of personal information included: What is the personal identifier in the data? What other information may result in the identification of an individual?
3. Project name
4. Reason for data transfer: See appendix
5. Frequency of transfer: One-off or regular. Should be time limited even if a regular transfer to enable review of transfer agreement.

B. Data transfer protocol

This section outlines the protocols that each person and organisation that sign this form are required to adhere to.

C. Data transfer sign-off

Signatories should be the person responsible for the data transfer who will actually be handling the data. If necessary, multiple signatories are acceptable and may include senior managers or Caldicott guardians although these are not required.

Reasons for data transfer

Personal information should be shared only for specific purposes and used only for the purposes named in this document. A list of common reasons for sharing personal data are given below, but this list is not exhaustive and further details should be added for clarity (e.g. type of audit). The more detailed reasons given the easier it is to decide whether the data can be shared.

Audit	Assurance of care
Service planning	Investigate complaints
Delivering care	Needs assessment
Health impact assessment	Community safety
Crime prevention/detection	Production of National Indicators (NIs)
Child protection	Quality assurance
Information validation	Support for clinical governance
Health monitoring	Communicable disease control
Better understanding of population's needs	Legal requirement

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Please sign this agreement to share data and complete the details in the spaces below:

Signed by:.....

(Name printed).....

Position:

On behalf of (name of organisation).....

Date.....

Please return a signed and dated document to:

Phil Morgan
Wiltshire Council
Research Manager
Public Health and Wellbeing
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN