

# INFORMATION SHARING AGREEMENT

Between

**Coventry & Warwickshire Partnership Trust (CWPT),  
Warwickshire County Council (WCC)**

**Primary Care Registers – for clients with a Learning  
Disability**

## 1. Agreement summary

Specialist Community Learning Disability Services within CWPT are required to support the Directed Enhanced Service for Learning Disability Annual Health Checks in primary care. It is the Specialist Community Learning Disability Service, CWPT's responsibility to cleanse and validate GP Learning Disability registers

## 2. Agreement type – Type C – Personal data sharing

## 3. Agreement dates

Agreement Start Date: 23<sup>rd</sup> September 2013

Agreement Duration: 3 years

## 4. Parties to the Agreement and data ownership

The legal entities party to this agreement are:

Coventry and Warwickshire Partnership Trust Register Number **Z9641870**

Warwickshire County Council Register Number **Z4835730**

All the above are joint Data Controllers as they all provide information as part of this process and for different purposes in connection with direct care determine how the information will be used as a result of their professional staff making decisions based on the processing of the data involved.

## **5. Data sharing purpose statement**

The sharing of data is to ensure that all clients with a learning disability within the catchment area are receiving the Directed and Enhanced Service for Learning Disability annual health checks within Primary Care.

It also ensures that the LD Physical Health check targets as outlined in the CQUIN scheme can be met on the basis that the lists of clients that should be receiving this check are validated regularly.

Thus this agreement involves the sharing of person identifiable data and sensitive health information of those clients in the respective catchment populations who are currently receiving either a local authority and/or a specialist learning disability service.

This information is then exchanged between the WCC and CWPT in order for the list to be updated and for a check to be made that all such clients receiving a service in the area are listed and that the list is accurate, complete and up-to-date.

Once this list has been validated within the CWPT Specialist Learning Disability Service and cross-matched with the Local Authority list it is then shared with the appropriate GP Practice so that the GP lists are also up to date. The right LD Read Coding can then be checked and degree of learning disability is kept up to date and accurate.

This information is cross-referenced with that information of clients known to the CWPT services. A full and thus validated list is then exchanged with the appropriate GP practices within the CRCCG area so that the GP Practice is able to meet their commitment to deliver health care check for people with a learning disability as under the agreement to provide Directed and Enhanced physical health services for this specific client group.

## **6. Basis for sharing**

Sharing is in line with national requirements to provide a Directed and Enhanced service to this client group and is to enable direct patient care.

## **7. Conditions on use**

All staff must be employed directly by the three named parties to this agreement with all the usual contractual requirements and pre-employment security screening. The GP Practices will nominate a Learning Disability lead who will be the person to receive this person identifiable information from the CWPT lead.

## **8. Security measures**

Both organisations are subject to Information Security policies and procedures that comply with the legal requirements as outlined in the Data Protection Act 1998. This covers the collection, usage, storage and transfer of person identifiable and sensitive information.

The transfer of this information will also confirm to all information security requirements and must not be transferred electronically via unencrypted email or via unencrypted removable /portable items of equipment.

## **9. Retention and disposal**

Retention and disposal of this data must be in line with the Department of Health Records Management Code of Practice (updated January 2009 annexes) in terms of the minimum periods of retention and then either disposal to a permanent destruction method when no longer required or to permanent retention if so determined and in line with each organisations policy based on the Code of Practice.

## **10.Data format**

The data will collated onto a spread-sheet and will be shared electronically.  
The data will be transferred from WCC to CWPT on an annual basis  
The data transferred will contain the following information;

**Name**

**Date of Birth**

**NHS Number**

**Address**

**Diagnosis**

**Degree of learning disability**

**GP name and address**

## **11. Access and individuals' rights**

If a client asks to have their personal information it will be dealt with by whichever organisation the request is directed to with liaison between the other 2 parties so that all information can be obtained by the requestor without them having to make separate requests to each organisation.

However this will only relate to the data items that are part of the sharing agreement and as above. Thus for example the GP record will not be disclosed by another organisation – not least because they will not have access to it and also because the entire GP record is not part of this data sharing agreement.

CWPT and WCC have a clear subject Access request procedure that is readily available to clients.

## **12. Other conditions**

Each Party will keep adequate records to ensure ease of administration, covering all aspects and documentation of the information sharing process. This information will be accurate and up to date. The information held will be reviewed with other Parties by arrangement each year.

## **13. Changes to this Agreement**

All 3 parties will need to be made aware of any changes to this agreement as being proposed or otherwise suggested by any one of the parties. Each of the parties must be given adequate notice and will need to sign approval before the changes can come into practice.

## **14. Designated Officers**

Each Party will agree “designated officers” who are authorised and responsible for sending and receiving data to be shared.

Each Party will ensure that all of its designated officers are fully conversant with the provisions of this Agreement and receive relevant training on data protection and privacy, , confidentiality information security and , human rights.


Each Party will notify the other of its designated officers and ensure any change is notified promptly to enable records to be kept up to date.

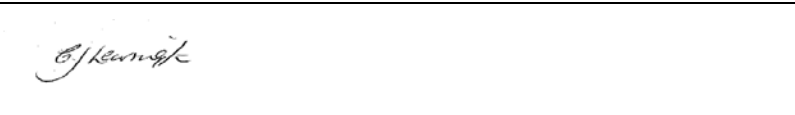
Designated Officer CWPT Sherryl Gaskell – Health Specialist Nurse

Designated Officer WCC Chris Lewington – Senior Service Manager

### Appendix A - Signatories to the Agreement

We agree to supply and use data in accordance with the conditions listed above to absolve the other party from loss and liability in the event of us being in default of this agreement.

SIGNATURE	
NAME	Roisin Fallon- Williams
POSITION	Senior Information Risk Owner
ORGANISATION	CWPT
DATE	15.10.2013

SIGNATURE	
NAME	Chris Lewington
POSITION	Head of Strategic Commissioning
ORGANISATION	WCC
DATE	11 <sup>th</sup> October 2013