

## Data Exchange Agreement (DEA)

### 1. Policy Statements and Purpose of this Data Exchange Agreement

Local authorities and Clinical Commissioning Groups are required to work together in order to commission services for children and young people (up the age of 25) with special educational need and/or disability (SEND). The Warwickshire Joint Commissioning Board (Children's) is responsible for overseeing the SEND programme of work and includes membership of each CCG and the Warwickshire County Council.

The objective of data sharing is to inform the commissioning of SEND services that can meet the need of the population in a cost-effective way. This will require using aggregated data to identify current need, demand and cost of services, and to forecast new demand and cost for new service models.

Data will be required to inform the review and possible service redesign of the following services which are funded by both CCGs and the local authority:

- Short breaks for disabled children (including overnight respite)
- Paediatric speech and language therapy
- Paediatric occupational therapy

Organisation	Need to exchange data
Arden Commissioning Support	Organisation is carrying out service reviews on behalf of CCGs and representing the CCGs at meetings regarding joint commissioning
Coventry and Rugby Clinical Commissioning Group	Organisation requires data to inform new service specifications and levels of funding into services
South Warwickshire Clinical Commissioning Group	Organisation requires data to inform new service specifications and levels of funding into services
Warwickshire North Clinical Commissioning Group	Organisation requires data to inform new service specifications and levels of funding into services
Warwickshire County Council	Organisation requires data to inform new service specifications and levels of funding into services
South Warwickshire Foundation Trust	Organisation requires data to engage in review process about potential options for service change

### 2. Legal Basis for Data Exchange

The SEN Code of Practice was published in July 2014. *'This Code of Practice provides statutory guidance on duties, policies and procedures relating to Part 3 of the Children and Families Act 2014 and associated regulations and applies to England. It relates to children and*

*young people with special educational needs (SEN) and disabled children and young people. A 'young person' in this context is a person over compulsory school age and under 25.'*<sup>1</sup>

The SEN Code of Practice explains the legal framework for joint commissioning:

- *Section 25 of the Children and Families Act 2014 places a duty on local authorities that should ensure integration between educational provision and training provision, health and social care provision, where this would promote wellbeing and improve the quality of provision for disabled young people and those with SEN.*
- *The Care Act 2014 requires local authorities to ensure co-operation between children's and adults' services to promote the integration of care and support with health services, so that young adults are not left without care and support as they make the transition between child and adult social care.*
- *Local authorities and clinical commissioning groups (CCGs) must make joint commissioning arrangements for education, health and care provision for children and young people with SEN or disabilities (Section 26 of the [Children and Families] Act).*<sup>2</sup>

Further on in the guidance it states:

*Joint commissioning should be informed by a clear assessment of local needs. ...Joint commissioning arrangements must cover the services for 0-25 year old children and young people with SEN or disabilities, both with and without EHC plans. Services will include specialist support and therapies, such as clinical treatments and delivery of medications, speech and language therapy, assistive technology, personal care (or access to it), Child and Adolescent Mental Health Services (CAMHS) support, occupational therapy, habilitation training, physiotherapy, a range of nursing support, specialist equipment, wheelchairs and continence supplies and also emergency provision.*<sup>3</sup>

With regard to Schedule 2 of the Data Protection Act, processing personal data will not be required. This DEA relates to aggregated data only.

---

<sup>1</sup> SEN Code of Practice, July 2014, Department for Education & Department of Health, p.12, [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/342440/SEND\\_Code\\_of\\_Practice\\_approved\\_by\\_Parliament\\_29.07.14.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/342440/SEND_Code_of_Practice_approved_by_Parliament_29.07.14.pdf)

<sup>2</sup> SEN Code of Practice, July 2014, Department for Education & Department of Health, p.38, [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/342440/SEND\\_Code\\_of\\_Practice\\_approved\\_by\\_Parliament\\_29.07.14.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/342440/SEND_Code_of_Practice_approved_by_Parliament_29.07.14.pdf)

<sup>3</sup> SEN Code of Practice, July 2014, Department for Education & Department of Health, p.39-41, [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/342440/SEND\\_Code\\_of\\_Practice\\_approved\\_by\\_Parliament\\_29.07.14.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/342440/SEND_Code_of_Practice_approved_by_Parliament_29.07.14.pdf)

### 3. Data

#### 3.1 What data is it necessary to exchange?

The data sets shown are **for example** only and you use that which applies and add any specific data sets not listed here.

The following data fields, sourced from Ventris, will be used to inform the service reviews of paediatric occupational therapy, paediatric speech and language therapy and short breaks for disabled children (including overnight respite). Data definitions are as defined by Ventris.

<b>Data field</b>	<b>Type</b>
<b>Outpatients</b>	
Age grouping	Number
CCG	Number
Diagnosis	Number
Attendance (Year/Quarter/Month)	Number
Specialty Treatment	Number
Appointments	Number
Cost	Number
First or Follow Up	Number
Postcode	Number
Gender	Number
HRG4	Number
Provider	Number
Referral Year	Number
Waiting days	Number
Attend or DNA	Number
Site	Number
<b>Inpatients</b>	
Age grouping	Number
CCG	Number
Diagnosis	Number
Attendance (Year/Quarter/Month)	Number
Specialty Treatment	Number
Admission source	Number
Cost	Number
Ethnicity	Number
Postcode	Number
Gender	Number
HRG4	Number
Provider	Number
Admission Year	Number
Waiting days	Number
Site	Number
Spells	Number
Discharge	Number

**3.2 Who is going to be responsible for exchanging this data and ensuring data is accurate?**

<b>Arden Commissioning Support Unit</b>	
Name	Ross Caws
Position	Service Redesign and Improvement Lead
Address	Westgate House, Warwick
Telephone	01926 293797
Email	ross.caws@ardencsu.nhs.uk ;

<b>Warwickshire County Council</b>	
Name	Kate Harker
Position	Children's Commissioning Manager
Address	Saltisford Office Park, Ansell Way, Warwick, CV34 4UL
Telephone	01926 742339
Email	kateharker@warwickshire.gov.uk

**3.3 How will you keep a record of what information has been exchanged?**

Information that is exchanged will be recorded in the minutes of the SEND Data sub-group.

**3.4 How is this information going to be exchanged?**

Aggregated data only. To be sent by email (nhs.net to gcsx.gov.uk) and shared at SEND data group meetings, SEND joint commissioning sub-group meetings and Warwickshire Joint Commissioning Board.

**3.5 Who will have access to this data and what may they use it for?**

Data can only be used for the objectives set out in section 1.

**3.6 Timescales**

The SEND Reforms programme will run from September 2014 – March 2018. Data will be kept for this period to inform service review.

**3.7 How securely does the data need to be stored?**

Information supplied and shared under this agreement, shall be kept in accordance with the NHS Record Management Codes of Practice.

### **3.8 How long are you going to keep the data?**

The SEND Reforms programme will run from September 2014 – March 2018. Data will be kept for this period to inform service review.

### **3.9 Further Use of Data**

Data may also be used for trend analysis to demonstrate changes in services following redesign.

## **4 Breach of confidentiality**

- The parties shall immediately notify each other of any security breach in relation to the information being obtained or shared in the performance of this agreement and shall keep a record of such breaches.
- The party where the breach has occurred will use its best endeavours to recover such information however it maybe recorded.
- The party where the breach has occurred shall conduct a full investigation of the breach and the findings of the investigation will be shared with the other parties.
- All parties shall co-operate fully in any investigation that another party considers necessary to undertake as a result of any breach.

## **5 Complaints procedures**

- Each Party shall have policies and procedures in place to address complaints relating to the inappropriate disclosure or failure to disclose information, including Personal Data. Individuals must be provided with information about these policies and procedures where appropriate.
- The Parties shall provide the other Parties with full co-operation and assistance in relation to any complaint or request made, including, without limitation:
- Providing full details to the other Parties (as appropriate) of the complaint or request
- Complying with data access requests within the relevant timescales set out in the DPA

- Providing the other Parties (as appropriate) with any information that may help in responding to, or resolving the complaint or request.

## **6 Access to Information**

The sixth principle of the DPA provides individuals with the right to access information held about them with limited exceptions:

- The Parties shall ensure that only appropriate access to information is granted.
- If a Party receives a request under the subject access provisions of the DPA, and the Personal Data is identified as belonging to another Party, the receiving Party will contact the other Party to determine if the latter wishes to claim an exemption under the provisions of the DPA.

## **7 Review of Data Exchange Agreement**

This agreement will be reviewed annually or prior to this if a breach occurs

## **8 Closure/termination of agreement**

Any partner organisation can suspend this DEA for 45 days if security has been seriously breached. This should be in writing and be evidenced.

Any suspension will be subject to a Risk Assessment and Resolution meeting, the panel of which will be made up of the signatories of this agreement, or their nominated representative. This meeting to take place within 14 days of any suspension.

Termination of this Data Exchange Agreement should be in writing to all other Partner Organisations giving at least 30 day's notice.

**9 Appropriate Signatories**

**IN WITNESS WHEREOF the Parties have signed this Agreement on the date shown below**

<b>Name of Party</b>	<b>Signature</b>	<b>Name of Signatory</b>	<b>Position of Signatory</b>	<b>Date</b>
Arden Commissioning Support Unit				
Warwick County Council				

DRAFT