

## **Data Exchange Agreement (DEA)**

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

This appendix covers data transfer to support analysis of the impact of the introduction of assessment beds in Warwickshire. These beds fall under two categories:

#### **Discharge to Assess (D2A)**

The Discharge to Assess (D2A) pilot utilises a number of beds across existing care homes as 'step down' beds, where patients discharged from acute hospitals can stay for up to 6 weeks. During that time they are assessed for what ongoing care may be required in a setting more akin to their everyday life following discharge. This results in a more accurate assessment and (in many cases) allows the patient to leave hospital sooner and move to a more comfortable environment. Responsibility for this project is shared between Warwickshire County Council, South Warwickshire Foundation Trust and Arden Commissioning Support on behalf of South Warwickshire CCG. The data sought through this Appendix E statement is required to evaluate the success of this pilot, to understand the benefits to the individuals involved and the organisations as a whole, and to inform further commissioning decisions of this nature.

Under this agreement WCC and ACS agree to share pseudonymised data to support the ongoing evaluation and monitoring of the Discharge to Assess pilot scheme. This information directly impacts the provision of care to both the patients involved in the D2A process and those who will be referred to D2A in future should the pilot continue to be extended.

The data will be used both at client level to determine how the client has benefitted from the D2A, and then aggregated to give an overall picture for commissioning purposes.

#### **Moving On Beds (MOB)**

The Moving On Beds (MOB) scheme mirrors this process elsewhere in the county, with the exception that the beds are administered by WCC rather than SWFT.

Under this agreement WCC and Arden CS agree to share pseudonymised data to support the ongoing evaluation and monitoring of the Moving On Beds pilot scheme. This information directly impacts the provision of care to both the patients involved in the Moving On Beds scheme to date and those who may benefit in future.

Once identified the data will be used both at client level to determine how the client has benefitted from the MOB and then aggregated to give an overall picture for commissioning purposes.

## 2. Legal Basis for Data Exchange

2.1 The principal legislation concerning the protection and use of information, including Personal Data is:

- The Human Rights Act (1998)
- The Data Protection Act (1998)
- The Freedom of Information Act (2000)
- The Common Law Duty of Confidence
- The Health and Social Care Act (2012)

2.2 The main legal basis upon which information will be shared under the Agreement is:

- Schedule 2 of the Data Protection Act, 2008 (DPA)  
*The processing is necessary for the purposes of legitimate interests pursued by the data controller or by the third party or parties to whom the data are disclosed, except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the data subject.*
- Schedule 3 of the DPA  
*The processing is necessary for medical purposes and is undertaken by:  
A health professional*

*A **person** who in the circumstances owes a duty of confidentiality which is equivalent to that which would arise if that person were a health professional.*

*In this paragraph "medical purposes" includes the purposes of preventative medicine, medical diagnosis, medical research, the provision of care and treatment and the management of healthcare services.*

2.3 In performing their respective obligations under the Agreement, the Parties shall comply with the requirements of the DPA and all subordinate and related legislation in force from time to time together with any appropriate guidance published in accordance with the same.

- 2.4 The Parties shall ensure that all Personal Data which it obtains in the course of performing the obligations under the Agreement is obtained fairly and lawfully, and those individuals or other third party individuals to whom the Personal Data relates are provided with all Fair Processing Information in accordance with the DPA.
- 2.5 Personal Data will only be processed to the extent, and in such a manner, as is necessary to meet the obligations under the Agreement or as is required by Law.
- 2.6 The Parties shall ensure that all staff required in the processing of the information obtained and processed under the Agreement are informed of their obligations under the Agreement with regard to the security and protection of the information and that the Parties shall ensure these obligations are complied with within its own organisation.
- 2.7 The Agreement has been developed to achieve the objectives as set out in Section 1. It is the intention that all aspects of information exchange and disclosure relating to the Agreement shall comply with legislation that protects Personal Data.

### **3. Data**

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

- See appendix for details of the fields to be shared between Arden CS and, WCC.
- Any ad hoc information to be shared further (for instance any information WCC provides to Arden CS) will be variations on the above.
- The only Personal Confidential Data which will be provided by the ACS to WCC is a pseudonymised version of the NHS number.

### 3.2 Staff responsible for exchanging this data

The named representatives are:

| Arden Commissioning Support Unit |                              |
|----------------------------------|------------------------------|
| Name                             | Sharif Salah                 |
| Position                         | Senior Analyst               |
| Address                          | Westgate House, Warwick      |
| Telephone                        | 01926 293 769                |
| Email                            | Sharif.salah@ardencsu.nhs.uk |

| Warwickshire County Council |   |
|-----------------------------|---|
| Name                        | Ben Larard  |
| Position                    | Commissioning Intelligence Manager - Social Care and Support and Safeguarding |
| Address                     | Building 2 Saltisford Office Park, Warwick                                    |
| Telephone                   | (01926) 745616  |
| Email                       | benlarard@warwickshire.gov.uk   |

### 3.3 How will you keep a record of what is exchanged?

The information provided will be used to update an existing version of the dataset, which will then be saved as a more recent iteration, appropriately named.

### 3.4 How is the information going to be exchanged ?

Information will be provided between WCC and ACS via secure email and password protected Excel files documents, via an NHS.NET/GCSX email address.

### 3.5 Who will have access to this information and what may they use it for?

- The information supplied will only be handled by those listed as a party to this agreement, or by a member of their team.
- The parties shall ensure that only authorised staff has access to the information shared under this agreement, and shall as appropriate, ensure the reliability of such staff.
- The parties shall ensure that staff only have access to information shared under this agreement or in connection with this agreement, on a justifiable,

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need to know basis and only to the extent that it is necessary for them to perform their duties in connection with this agreement.

- All information shared under or in connection with the agreement shall be treated as confidential and not disclosed (without prior approval) or used by any staff other than the agreed purposes of this agreement.

### **3.6 Timescales**

The information will be shared on an ad hoc basis as required to support the relevant Project Boards, most likely every two months.

### **3.7 How is the data securely stored ?**

- All parties will comply with the seventh principle of the DPA 1998, implementing appropriate technical and organisational measures to protect the information shared under this agreement , against accidental loss, destruction, alteration or disclosure
- These measures shall be appropriate to the harm which might result from any unauthorised access or unlawful processing, accidental loss, destruction or damage to the information and having due regard to the nature of the information that is to be protected.
- Each party signing the agreement agree to adhere to the agreed standards of security. If there is a security breach in which the data is compromised all parties will be notified at the earliest opportunity, through the post holder identified at 3.2.

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

- Information supplied and shared under this agreement, shall be kept in accordance with the NHS Record Management Codes of Practice. The transfer files will be deleted from local secure electronic filing, once matched and processed.

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

- The data and information supplied by all parties shall be used for the purpose of evaluating and monitoring the impact of D2A and MOB referrals. If any additional use for this data is identified permission shall be sought from the other organisations.

## **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 parties will agree who will report to the HSCIC if required under the serious incident procedures.
- 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**

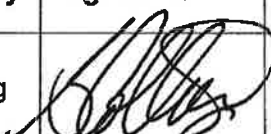

Any partner organisation can suspend this DEA for 45 days if security has been seriously breached. This should be in writing and be evidenced.

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

| Name of Party                    | Signature   | Name of Signatory | Position of Signatory            | Date    |
|----------------------------------|---|-------------------|----------------------------------|---------|
| Arden Commissioning Support Unit |  | BEE COLLINS       | LEAD NURSE + CALDICOTT GUARDIAN  | 3.12.14 |
| Warwickshire County Council      |  | Marie Seaton      | Caldicott Guardian, People Group | 6.1.15  |



Appendix A

Information to be provided by Arden CSU to WCC (fields generated and named by Arden CS)

| Field Name   | Type     |
|--|----------|
| ID   | Number   |
| EpisodeID  | Number   |
| Refresh Point (the extract date that the record first entered the dataset - each extract covered all D2A adms up to that date) | Date     |
| HospProviderSpellNo  | Number   |
| Pseudo NHS Number (Scrambled - real NHS no * 22)   | Number   |
| POD  | Text     |
| D2A_Accepted or Refused  | Text     |
| Refusal_Reason (if applicable)   | Text     |
| Refusal_Reason2 (if applicable)  | Text     |
| Acute Admission Date SWFT  | Date     |
| Acute Admission Date SUS   | Date     |
| Acute Discharge Date SUS   | Date     |
| D2A referral date  | Date     |
| Acute LOS  | Number   |
| Acute cost   | Currency |
| Acute ExcessBedDayCost (MFF not applied)   | Currency |
| Acute excess bed days cost_SS (MFF applied)  | Number   |
| Acute SpellHRG   | Text     |
| Acute Outlier days   | Number   |
| Acute HRG trim point   | Number   |
| Acute excess bed days that would have been incurred if D2A bed days were spent in acute  | Number   |
| Per day long stay payment (for days exceeding trimpoint, SWFT MFF applied)   | Currency |
| Acute excess bed day cost that would have been incurred if D2A bed days were spent in acute (SWFT MFF applied)                 | Currency |
| Discharge destination  | Text     |
| Date of Death if died in acute or D2A  | Date     |
| Known to have died after D2A discharge for D2A admitted group, or after acute discharge for D2A refusers (Yes: 1, No: 0)       | Text     |
| Date of death if known to have died after D2A discharge for D2A admitted group, or after acute discharge for D2A refusers      | Date     |
| pre-existing care package  | Text     |
| pre-existing care package cost   | Currency |
| post D2A/acute spell care package  | Text     |
| post D2A/acute spell care package cost   | Currency |
| D2A Pathway  | Text     |
| D2A Admission Date   | Date     |
| D2A Discharge Date   | Date     |
| D2A discharge date estimated (Yes:1, No:0)   | Number   |
| D2A LOS  | Number   |
| D2A cost   | Currency |
| Private Care Following D2A (If Known)  | Text     |
| Post D2A Destination Understood?   | Text     |

