

# Provision of Primary Care Mental Health Services Data Sharing

## INFORMATION SHARING AGREEMENT

Date	Version	Author	Status
March 2021	0.1	Leanne McDougall (KMPT)	Draft for review and approval
March 2021	0.2	Latifa Aina (CCG)	Review and comments
April 2021	0.3	Leanne McDougall (KMPT)	Changes accepted and additional transfer methods included
April 2021	0.4	Emily Musara (KMPT)	Update to data sets and GP contacts
April 2021	0.5	Leanne McDougall (KMPT)	Changes accepted
April 2021	1.0	Leanne McDougall (KMPT)	Document finalised

## 1.0 Objectives of the Agreement

This Information Sharing Agreement (“ISA”) is an overarching agreement between the parties to regulate the sharing of specific Personal Confidential Data (Personal data) between them. It provides a framework for assuring the safeguarding of Personal data by both parties and ensures consistently good practice and assures that both signatory organisations have agreed to share information for the purpose(s) stated.

Adherence to this ISA does not provide legal indemnity from the General Data Protection Regulation, and Data Protection Act (DPA) 2018 or any other legislation. This document provides guidance to the parties and evidences compliance with relevant Acts, Codes of Practice and Guidance. This agreement refers specifically to the provision of Primary Care Mental Health Services (PCMHS) provided by Kent and Medway NHS and Social Care Partnership Trust (KMPT) and the West Kent and Medway General Practitioners (GP’s) and sets out the expectations of each provider in relation to Personal data.

## 2.0 Definitions

**Personal data\*** shall be as defined in the Data Protection Legislation.

**Special categories of Personal data (i.e. sensitive personal data )\*** the categories of personal information as defined in the Data Protection Legislation and, in relation to this Agreement specifically includes (but is not limited to) information about the physical & mental health, racial or ethnic origin, sexual life or sexuality of patients or Service Users.

**Caldicott Guardians\*** means a senior person responsible for protecting the confidentiality of people's health and care information and making sure it is used properly

**Confidential Information\*** any information or combination of information that contains details about an individual person that was provided in an expectation of confidence. This includes for example, Personal data about patients, Service Users and staff.

**Controller\*** as defined in the Data Protection Legislation, it is the individual or organisation (legal person) who, alone or jointly, determines the manner and purpose of the processing of Personal data, including what information will be processed and how it will be obtained.

**Joint Controller\*** as defined in the Data Protection Legislation, it is where two or more Controllers jointly determine the purposes and means of Processing

**Processor\*** as defined in the Data Protection Legislation, it is an individual (other than an employee of the Controller) or organisation who processes Personal data on behalf of the Controller, under a data processing contract.

**Processing\*** as defined in the Data Protection Legislation, and in respect of this Agreement includes any business activity or contracted service involved in the use of Personal data, which includes obtaining, recording, holding, viewing, storing, adapting, altering, deleting and disclosing. This is not restricted to computer processing, but includes manual files.

**ESR\*** means the KMPT Staff information, web-based electronic record system

## 3.0 Purpose of the Sharing

The Primary Care Mental Health Service developed from a pilot scheme to support patients in transition from secondary mental health care via a shares care recovery model. Suitable stable patients are provided with support during the period that their care is transferred to primary care, with the Primary Care Mental Health Specialists working with secondary care, the patients GP and

other services to ensure a smooth transition. This service also ensures that there is a seamless and rapid transfer back to secondary care should patients experience a crisis or deterioration in their condition.

In order to ensure the smooth transfer of care between providers and eliminate the risks associated with the transition of care for the patient, it will be necessary for KMPT PCMHS team and West Kent and Medway GP's to share relevant clinical information between them.

#### **4.0 Legal Basis of the Sharing**

The information to be shared meets the definition of "Special categories of Personal data or, sensitive personal" data as defined by the GDPR/DPA 2018, as it will include information about the mental health of an individual. For this information to be shared lawfully, a condition of Article 6 (Personal data) DPA 2018 and Article 9 (personal sensitive data), or Article 10 (criminal offence data) must be met.

General Data Protection Regulation Article 6 (1)(e) and Article 9 (2) (h) or Article 10, with sections 10 and schedule 1 part 1 DPA 2018: The processing is necessary to perform the Data Controller and Data Processors official functions, specifically relating to the continued Health and Social Care of an individual.

In addition:

##### **The National Data Guardian Report 2016**

In accordance to clause 3.2.10 (page 25-26), the National Data Guardian Report 2016 recommended to the Secretary of State (SOS) for Health and Social Care that "risk stratification for case finding and/or targeting purposes" where carried out by a health provider (acting as Data Controller) involved in an individuals care or, by a processor acting under contract with such a provider should be treated as Direct Care for the purpose of opt-out (and therefore should not be subject to the opt-out of Personal Confidential Data being used for purposes beyond direct care)

##### **Health and Social Care (Safety and Quality Act) 2015 (HSCQA)**

S.3 of the HSCQA inserts a statutory 'duty to share' into the Health and Social Care Act 2012 (s.251B) information if it is likely to facilitate the provision to the patient of health services or adult social care in England and it is in the patient's best interests.

##### **The Common Law Duty of Confidentiality**

Where Personal data has been confided, or where information is clearly confidential in nature, it shall only be used for the purpose for which it was given and not be disclosed for any other purpose without permission.

##### **Article 8 of the European Convention of Human Rights**

Processing under this Agreement shall not interfere with data subjects' enjoyment of their Article 8 rights except such as is in accordance with the law or other compatible exceptions

#### **5.0 Scope**

##### **5.1 Parties to the agreement**

The organisations party to the ISA are:

- The Primary Care Mental Health Service Team, Kent and Medway NHS and Social Care Partnership Trust, Whose head office is located at Farm Villa, Hermitage Lane, Maidstone, Kent, ME16 9PH
- All Medway and West Kent GP Practices (listed in appendix 1)

All parties to the agreement must be registered with the Information Commissioner's Office, and be assured of compliance with relevant legislation.

It is agreed that all parties shall serve as data controllers for the medical records they create, hold, and share in the course of meeting the purpose of this Agreement i.e. providing of primary care mental health service.

Each organisation is responsible for ensuring that all staff who operate under this ISA are aware of their duties, either via training or other communicated means, and are operating in compliance with the ISA at all times.

## 5.2 Data to be Collected / Shared

This agreement only applies to information essential to support the transition of care between providers for the purposes of direct health care.

Information to be collected / made accessible between KMPT and GP's will include:

- Patient name
- Patient address
- NHS Number
- Patient Email
- Patient Phone Number
- Medication including current, past and issues
- Summary – including current problems, allergies, and recent tests
- Problem review
- Diagnosis
- Risks and warnings
- Procedures
- Investigation
- Examination (e.g. blood pressure)
- Events consisting of encounters, admissions and referrals
- Care and Support Plan including free text
- Treatment escalation plans

In addition the following aggregate data will be collected / made accessible between KMPT and GP's:

- The number of people on the west Kent GP SMI register with completed 12 HC parameters.
- The percentage of patients with schizophrenia, bipolar affective disorder and other psychoses who have a record of:
- **MH001** The register of patients with schizophrenia, bipolar affective disorder and other psychoses and other patients on lithium therapy.
- **MH002** The percentage of patients with schizophrenia, bipolar affective disorder and other psychoses who have a comprehensive care plan documented in the record, in the preceding 12 months, agreed between individuals, their family and/or carer as appropriate.
- **MH003** The percentage of patients with schizophrenia, bipolar affective disorder and other psychoses who have a record of blood pressure in the preceding 12 months, NICE 2010 menu ID: NM17
- **MH007** The percentage of patients with schizophrenia, bipolar affective disorder and other psychoses who have a record of alcohol consumption in the preceding 12 months, NICE 2010 menu ID: NM15
- **MH008** The percentage of women aged 25 or over and who have noted attained the age

of 65 with schizophrenia, bipolar affective disorder and other psychoses whose notes record that a cervical screening test has been performed in the preceding 5 years, NICE 2010 menu ID: NM20

- **MH009** The percentage of patients on lithium therapy with a record of serum creatinine and TSH in the preceding 9 months, NICE 200 menu ID: NM21
- **MH010** The percentage of patients on lithium therapy with a record of lithium levels in the therapeutic range in the preceding 4 months, NICE 2010 menu ID: NM22

### 5.3 Agreed Sharing Mechanisms:

This is the technical means by which parties shall transmit personal data between each other. The most straightforward method of transferring data should be chosen but always with proper regard to any requirements of data security. In particular, personal data should never be transferred in an open format which is capable of being read easily if the data were lost, stolen or intercepted. The method could include one or more of those listed below.

- **EMIS Health Systems Local Record Sharing – Integrated Care**  
This shall be used to transmit patients' medical records between partners to this agreement when applicable. The system will enable each EMIS Partner share a patient's medical record held on secure EMIS Web clinical system in order to provide end of life palliative care services within the West Kent area.  
The information is accessed in real time and on-demand, meaning that data from the source GP record is neither extracted, nor uploaded, nor sent anywhere in real time and on-demand.
- **MIG Healthcare Gateway**  
This system provides healthcare professionals with instant access to real-time information about a patient in order to make informed treatment decisions faster, and improve the efficiency of care by preventing unnecessary hospital admissions/appointments and duplicated tests.  
The MIG is a secure middleware technology which will enable the two-way exchange of patient information between the Registered Partners.
- **Secure electronic file transfer**  
SEFT works by providing a secure wrapper around any file, regardless of its size, structure or data content. SEFT provides data security during transmission (by using a 256-bit AES encryption mechanism). The data are held in secure containers at NHS Digital and only people who are authorised to process the data are allowed access.
- **NHSmail**  
NHSmail is a secure email service which means that data can be sent safely and securely to other email addresses which meet the same high standards of accreditation.  
NHSmail also allows users to securely exchange information with insecure or non-accredited email services via the NHSmail encryption feature. This feature must be used if you are sending any personal or confidential information to a non-secure email address, such as a patient email address.

### 5.4 Appointment of a Processor

The Parties to this Agreement are the Controllers of Personal Confidential Data disclosed through the EMIS or any other relevant clinical system, and they shall "jointly" determine the purposes and means of processing carried out by any processor, if appointed. Where applicable, such jointly appointed Data Processor would owe its obligations as a Processor to all parties to this Data Sharing Agreement.

## 6.0 Organisational Obligations and Limitations

### 6.1 General Obligations

All personal data held, retained, stored and processed under the terms of this Agreement by KMPT on behalf of GP's are and shall remain exclusively the property of GP's.

All personal data held, retained, stored and processed under the terms of this Agreement by GP's on behalf of KMPT are and shall remain exclusively the property of KMPT.

The DPA 2018 requires organisations to adhere to 6 core principles when processing Personal data. In relation to information sharing, the DPA requires that Personal data is processed only for specific purposes and that data is not shared in ways incompatible with those purposes. Parties to this agreement ensure that all service users are informed of the uses of their data through published privacy notices to all service users on first contact. This information includes details on which organisations may also have access to the data.

Fair processing of personal and sensitive data requires that an individual should expect that their data will be used in a lawful and appropriate way, and in the best interests of the individual. Personal data should not be shared outside of this agreement without the consent of the individual or without an overriding legitimate purpose.

The parties to this agreement will ensure that identified departments or teams involved in information sharing have a legitimate relationship with the patient, to ensure confidentiality and right to privacy continue to be upheld.

All parties must only share and request access to information necessary for the care and treatment of the patient. Therefore, information which is not necessary for the care and treatment of a patient should not be disclosed without the consent of the patient.

All parties undertake that they shall ensure the integrity of all information which is shared with them in fulfillment of the purpose(s) of this Agreement at all times and shall not alter, amend, add to or destroy any information contained within records.

## **6.2 Security**

All parties shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. The parties may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

## **6.3 Data Breach**

All parties undertake and warrant to promptly notify the other party if any personal information is required by law to be disclosed by it or any other person receiving it under or pursuant to this agreement and shall co-operate with the other party regarding the manner of such disclosure (but without prejudice to any obligation to comply with any law). The obligations of confidentiality shall not apply to any information which is already lawfully in, or which comes lawfully into, KMPT and/or GP's possession other than under this agreement.

The parties shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

## **6.4 Rights of Data Subject**

If any of the Data Controllers receive a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates any other data Controller's assistance, they shall assist the Data Controller by

providing the necessary information and documentation within reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

If a data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of another Data Controller, such Controller shall immediately forward the request to the applicable Data Controller and must refrain from responding to the person directly.

#### **7.0 Retention and Destruction**

Information shared under this agreement should not be held for longer than necessary to fulfill the purpose for which it was collected. Each party to this agreement will apply the relevant regulations to the retention, storage and disposal of records. Records Management Code of Practice for Health and Social Care 2016.

Data should not be deleted, removed or destroyed without the proper authorisation having been first gained from the appropriate organisation's Data Protection Officer.

#### **8.0 Third Party Rights**

Any adversely affected data subject is hereby entitled to enforce the terms and conditions of this agreement as a third party beneficiary.

It is noted that, under Section 168/169 of the Act, an individual who suffers damage by reason of any contravention by a Data Controller/Data Processor of any of the requirements of the Act is entitled to compensation for that damage.

The Parties agree that if in their capacity as Data Controller/Data Processor they are held liable for a violation of the Act, they will, in proportion to the extent to which they are liable indemnify the other party for any cost, charge, damages, expenses or loss incurred directly as a result of their actions.

#### **9.0 Monitoring and Review of this Agreement**

This agreement is considered to be effective from the date of signing by each organisation. This agreement will be reviewed annually by IG leads and/or Caldicott Guardians for each organisation or following changes to law or policy as required.

Proposed amendment to the ISA must be agreed between the IG leads of each organisation, a revised agreement drafted and signed as agreed.

Each organisation party to this agreement is responsible for ensuring full compliance of all staff within their organisation to the terms and conditions of this ISA. Any identified areas of non-compliance must be addressed immediately and raised with the organisations IG lead.

#### **10.0 Signatories and Approval**

The signatory organisations to this agreement endorse the vital importance of the sharing of information between the organisations to support the provision of effective and efficient services.

The signatory organisations accept and support the principles and processes identified in the Information Sharing Agreement.

The signatory organisations are committed to ensuring that their organisations have in place the appropriate policies, procedures and training to maintain the security and confidentiality of shared information.

The signatory organisations are committed to the monitoring and review of the information sharing processes arising from this protocol

The signatory should be the Caldicott Guardian, SIRO, Chief Executive or a Director of the organisation, or a senior manager with responsibility for the safe handling and security of the information that is to be received and shared.

## **11.0 Appendices**

Appendix 1 : List of Practices



## Information Sharing Agreement

### Primary Care Mental Health Services

The key purpose of processing is to support the provision of care to an individual by a team of multi-disciplinary professionals from different service providers without delay.


It is agreed between all signatory parties that in order to ensure the smooth care and eliminate the risks associated with the transition of care for the patient, KMPT and signatory organisations will share relevant clinical information through secure methods of information transfer.

#### Provisos

- Signatory Parties recognize that access to the system must be only on a legitimate need to know business requirement
- Signatory parties recognize that it is their responsibility to ensure staff within their employment are aware of their obligations under this agreement and that all access is provided on a read only basis and that their staff must not copy, paste, save or print any information from the system.

Organisation Name	The Crane Surgery
Address	Rectory Fields, Cranbrook, Kent TN17 3JB

ICO DP Notification	G82605
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Caldicott Guardian	Dr Afifa Qazi
Caldicott Guardian Email	<a href="mailto:Afifa.qazi@nhs.net">Afifa.qazi@nhs.net</a>
Caldicott Guardian Signature	
Date of Signature	09.04.2021

Data Protection Contact (Name, Email, Phone)	Julian Le Saux, <a href="mailto:julianlesaux@nhs.net">julianlesaux@nhs.net</a> , 01580 712260
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Appendix 1 : List of practices

**Medway**

Apex Medical Centre
Balmoral Gardens
Borstal Village Surgery
Brompton Medical Centre
Bryant Street Medical Practice
Castle Medical Practice
City Way Surgery
Court View Surgery
Dr O S Singh & Partner
Dulwich Health Medical Centre
Eastcourt Lane Surgery
Gun Lane Medical Centre
Highcliffe Medical Pract.
King George Road Surgery
Long Catlis Road Surgery
Maidstone Rd Chatham Surgery
Maidstone Rd Rainham Surgery
Malling Health Blue Suite
Malvern Road Surgery
Marlowe Park Medical Ctr.
Matrix Medical Practice
Mch Pentagon
Napier Road Surgery
Parkwood Family Practice
Princes Park Medical Ctr
Pump Lane Surgery
Rainham Healthy Living Centre
Riverside Medical Practice
St.Mary's Island Surgery
St.Mary's Medical Centre
St.Werburgh Med.Practice
Stonecross And West Drive Surgery
Sunlight Centre Surgery
Thames Ave Surgery
The Church View Practice
The Churchill Clinic
The Elms Medical Centre
The Glebe Family Practice
The Halfway Surgery
The Kings Family Practice
The Parks Medical Pract.
The Railside Surgery
The Surgery Railway Street
Thorndike Surgery
Upper Canterbury St Surgery
Walderslade Village Surg.
Waltham Road Medical Centre
Wayfield Road Surgery
Wigmore Medical Centre
Woodlands Family Practice

**West Kent**

Abbey Court	Warders Medical Centre
Albion Place Medical Practice	Waterfield House Surgery
Amherst Medical Practice	Wateringbury
Aylesford Medical Centre	West Malling Group Practice
Bearsted	Westerham Practice
Blackthorn	Wish Valley Surgery
Borough Green Medical Practice	Woodlands Health Centre
Bower Mount Medical Practice	Yalding
Brewer Street	
Clanricarde Medical Centre	
Cobtree	
Dr Sinha Gc	
Edenbridge Med Practice	
Grosvenor Medical Centre	
Hadlow Medical Centre	
Headcorn Surgery	
Hildenborough Medical Group	
Howell Surgery	
Kingswood Surgery	
Lamberhurst	
Langley	
Len Valley Practice	
Lonsdale Medical Centre	
Malling Health Four	
Marden Medical Centre	
Mote	
North Ridge Medical Practice	
Northumberland Court	
Old Parsonage Surgery	
Old School	
Orchard End	
Otford Medical Practice	
Phoenix Medical Practice	
Rusthall Medical Practice	
Snodland Medical Practice	
South Park Medical Practice	
Speldhurst & Greggswood Medical Group	
St Andrews Medical Centre	
St James Medical Centre	
St John's Medical Practice	
Stockett Lane Surgery	
Sutton Valence	
The College Practice	
The Crane	
The Orchard Medical Centre	
The Vine Medical Centre	
Thornhills Medical Practice	
Tonbridge Medical Group	
Town Medical Centre	
Wallis Avenue	