

**Suffolk Strategic Partnership  
Suffolk Information Sharing  
General Protocol  
V5  
June 2009.**

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**PARTIES**

The Protocol established by this Memorandum of Agreement is entered into on

The parties to this Protocol (the “Parties”) are:

Organisation	Date Signed
Ipswich Hospital NHS Trust	July 2009.
Suffolk Constabulary	June 2009.
Choose Suffolk	July 2009.
Forest Heath District Council	August 2009.
Environment Agency	August 2009.
St Edmundsbury Borough Council	August 2009.
Suffolk County Council	June 2009.
Great Yarmouth and Waveney NHS Trust	October 2009.

Details in Appendix 1 .

## DEFINITIONS

In this protocol the following terms have the following meanings:

“The committee”	Has the meaning in paragraph 2.1 below;
“DPA 1998”	The Data Protection Act 1998;
DWP	Department for Work and Pensions
“FoIA”	Freedom of Information Act 2000;
“HSCA”	The Health and Social Care Act 2001;
“HRA”	The Human Rights Act 1998;
“Indemnified party”, “indemnifying party” and “indemnified claim”	Have the meanings in section 3 below;
“Joint party group”	A joint or interagency project or working group or for joint or interagency working arrangements
“Need to know”	The Need to Know requirement means that Personnel will only have access to personal information if it is lawful for such Personnel to have access to such personal information for the relevant purpose and the function they are required to fulfill at that particular time, in relation to a particular service user, cannot be achieved without access to the personal information specified.
“Personal information”	“Personal data” as defined in the DPA 1998;
“Personnel”	The parties’ employees, officers, elected members, directors, voluntary staff, consultants and other contractors and their sub-contractors (whether or not the arrangements with such contractors and sub-contractors are subject to legally binding contracts) and such contractors’ and their sub-contractors’ personnel;
“Sensitive personal data”	As defined in the DPA 1998;
“Service users”	The individuals who are recipients of the parties’ health and care services and because service users and other individuals about whom personal information is held will be “data subjects” within the meaning of the DPA 1998, in this protocol where the context so allows “service users” will include any such data subjects;
“SSISAs” also known as Data Exchange Agreements DEAs	Subject Specific Information Sharing Agreements

## **1 BACKGROUND AND CONTEXT**

### **1.1 Policy Context**

1.1.1 The aim of public policy is for citizens to receive the services that they need and that the organisation of services should not impede or debase the service provided. This requires organisations to work effectively and efficiently together to tailor services to the particular circumstances of each individual. Sharing appropriate and relevant personal information about an individual between partner organisations in a secure framework is vital to the provision of co-ordinated care to that individual.

1.1.2 All the Parties recognise that the initial legal responsibility for personal information resides with the organisation that first created or received it. But if personal information is shared, the responsibility extends to the recipient in the receiving organisation regardless of how transitory that storage of the personal information by the receiving organisation might be.

1.1.3 The aim of this Protocol is to remove any potential barriers to and uncertainty about personal information sharing at both operational and managerial levels by ensuring requirements and ethical standards are satisfied.

1.1.4 In order to address these responsibilities and concerns, organisations have been advised by government departments and others including the Department of Health and the Association of Directors of Social Services Information Management Group to establish inter-organisation protocols and contracts. These will be backed by appropriate training and procedures to ensure that personal information transfer processes work smoothly and are effectively managed.

### **1.2 Scope**

1.2.1 This Protocol:

- Forms an over-arching protocol to provide a framework for the secure and confidential sharing of personal information between the parties on a need to know basis between individual personnel in order to enable the parties to meet the needs of communities and individuals for care, protection and support in accordance with statute and government policy;
- Describes roles and structures to support the exchange of personal information between the parties;
- Applies to the sharing of personal information relating to residents of Suffolk and others who are service users;
- Covers the sharing of personal information between the parties including (without limitation) for sharing for any of the purposes listed below;
  - Improving the health of people in Suffolk
  - Protecting people and communities
  - Supporting people in need
  - Investigating complaints (which may require the consent of the complainant)
- Applies to the sharing of personal information whatever the medium in which it is held and however it is transmitted;
- Is designed to ensure that service users are informed of the reasons why personal information about them may need to be shared and how this sharing will be managed;
- Applies to the activities of the parties' personnel;
- Describes how complaints from service users relating to personal information sharing between two or more organisations will be investigated and resolved.

1.2.2 This protocol will be supplemented by subject specific information sharing agreements ("SSISAs") addressing particular personal information sharing purposes. SSISAs will set out the detailed arrangements relevant to particular personal information sharing activity. The parties to this protocol will ensure that all SSISAs, although designed to meet the needs of a particular group of local citizens, will be fully compliant and consistent with this protocol.

## **2 INFORMATION SHARING GOVERNANCE**

### **2.1 The Suffolk Information Governance Group**

The Parties have established a governance procedure and a supervisory body to oversee the sharing of personal information in accordance with this Protocol. The supervising body is called the Suffolk Information Governance Group (the "Committee"), and is a sub-committee of the Suffolk Intelligence Network, established by the Suffolk Strategic Partnership in January 2009. .

The Committee shall meet at least quarterly. 25% of the members' appointed representatives being present in person or by proxy shall constitute a quorum. At least seven days' notice in writing (which may include email) shall be given by the Committee Secretary of any meeting. The Committee may permit more than one person from a Party to attend its meetings, where such attendance might assist furthering the work of the Committee.

A library of SSISAs between any two or more Parties, will be maintained by the Committee who will ensure compliance with this protocol and review operational compliance and any issues arising from the operation of the agreements. .

#### **2.1.1 The Committee shall:**

- Consider representations from any party about any aspect of personal information sharing governance in Suffolk, including alleged breaches of this protocol by parties or their personnel, whether unintentional or deliberate; and where requested by parties to SSISAs, determine how conflicts between individual SSISAs should be resolved.

#### **2.1.2 Each of the Parties shall via its Caldicott Guardian or representative:**

- Inform the committee about actual/potential breaches of this protocol and/or any SSISA and any gaps and problems with the implementation of this protocol and/or any SSISA and related procedures which it becomes aware of; and supply to the committee copies of all items of information produced by it for use by individuals or its personnel in the furtherance of this protocol.

#### **2.1.3 The Committee shall have a duty to:**

- Maintain records of proposals by parties to establish SSISAs;
- Retain copies of all items of information produced by any party for use by individuals or the party's personnel in the furtherance of Suffolk personal information sharing;
- Maintain a channel of liaison with pan-Suffolk personal information sharing initiatives and any NHS and local authority national initiatives.
- The committee will be supported by local Information Governance Groups or similar in all constituent organisations.
- Provide an annual briefing report to the Suffolk Strategic Partnership on the operation of the Protocol

### **2.2 Monitoring and review procedures**

- This Protocol will be reviewed every 3 years. It will be the responsibility of the Committee to arrange such reviews.
- Legal advice may be sought before any major changes to this Protocol are agreed.
- The use and effectiveness of this Protocol and each SSISA will be evaluated in a number of ways:
  - Staff in all parties will be required to log and report any behaviour which they believe is not in accordance with this protocol or any SSISA. Reports of potential and actual breaches will be a major part of the formal review process;
  - Complaints received by parties about personal information sharing will be analysed to determine whether they relate to a breakdown or inadequacy of this protocol or any SSISA;
  - Complaints shall be routed through each Party's own complaints procedure.

### **3 AGREEMENT**

#### **3.1 Warranties and Undertakings**

3.1.1 Each Party warrants to the others that:

- It has put in place procedures that ensure that the principles of the DPA 1998 are adhered to;
- It has full power and authority to enter into and perform this protocol and when signed on such party's behalf this protocol will constitute binding obligations on such party in accordance with this protocol's terms; and
- Its signatory identified below is duly authorised to sign this protocol on behalf of such party

3.1.2 Each Party undertakes to the others to:

- implement and comply with procedures that ensure that the DPA 1998, the principles and procedures set out in this Protocol and relevant national guidance, including that provided by the NHS and DWP are adhered to within its organisation;
- ensure that its Personnel adhere to the principles and procedures set out in this Protocol and with the DPA 1998;
- ensure that a complaints procedure, confidentiality policy and procedures, risk assessment procedure and 'whistle blowing' procedure are all in place;
- ensure that all Personnel have access to appropriate training and development activities to enable them to comply with the procedures laid down in this Protocol, including for example but not limited to, the correct processes and procedures for obtaining consents from individuals and the circumstances when consent is not required;
- support the implementation of the SSISAs;
- ensure that SSISAs established between their organisations for the sharing of personal information relating the population of Suffolk incorporate and are consistent with this Protocol;
- provide evidence to the Committee when requested, that agreed procedures and structures have been implemented;
- comply with all statutory and other legal obligations from time to time affecting the sharing of personal information;

#### **3.2 Breach Of This Protocol**

Breaches of this Protocol shall include but not be limited to the following:

- Any breach of the warranties and undertakings in paragraph 3.1.1;
- Disclosure of personal information to personnel who do not need to know the personal information concerned;
- Inadequate security arrangements and/or the inappropriate use of such arrangements;
- Disregard for or breach of the procedures agreed in this protocol or any applicable SSISA;
- Inappropriate or inadequate use of the procedures in this protocol or any applicable SSISA;
- Failure to respond as required by this protocol or an applicable SSISA within a reasonable time to a request for personal information from another party;
- Failure to conduct a risk assessment before a disclosure without consent; and
- Failure to accurately record such a risk assessment.

#### **3.3 Indemnity Agreement**

3.3.1 Each party which directly or indirectly receives any information under this protocol undertakes to indemnify and keep indemnified any other party and any successor organisation against any liability which may be incurred by such party as a result of the provision of information.

3.3.2 Provided that this indemnity shall not apply:-

- Where the liability arises from information supplied which is shown to be incomplete or incorrect, unless the person or party claiming the benefit of this indemnity established that the error did not result from any wilful wrongdoing or negligence on his or its part.
- Unless the person or party claiming the benefit of this indemnity notifies the designated party as soon as possible of any action, claim or demand to which this indemnity applies, permits the designated party to deal with the action, claim or demand by settlement or otherwise and renders the designated party all reasonable assistance in so dealing.
- To the extent that the person or party claiming the benefit of the indemnity makes any admission which may be prejudicial to the defence of the action, claim or demand.

**3.4 General**

3.4.1 In this Protocol:

- Words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa;
- References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time (whether before or after the date of this protocol) and shall include references to any provisions of which they are re-enactments (whether with or without modification) and shall also include statutory instruments or orders from time to time (whether before or after the date of this protocol) made pursuant to them; and
- No variation, waiver or modification of any of the terms of this Protocol shall be valid unless in writing and signed by or on behalf of the authorised representatives of the Parties.
- Nothing in this Protocol shall constitute or be deemed to constitute a legal partnership between any of the Parties or any Party the agent of any other Party and none of them shall have any authority to bind the others in any way by virtue of this Protocol, save as otherwise expressly provided in this Protocol.

3.4.2 All notices to be given under this Protocol will be in writing and will be sent to the address and contact name for the recipient Party shown in Appendix 1 or any other address the relevant Party may designate by notice given to all other Parties. Notices may be delivered personally, by pre-paid letter or by fax. Notices will be deemed to have been received:

- By hand delivery - at the time of delivery;
- By post - 48 hours after the date of posting;
- By fax – immediately on transmission provided a confirmatory copy is sent by pre-paid post or delivered by hand by the end of the next business day; and
- In the case of notices of committee meetings by email to the representatives of the parties appointed to the committee, such emails to be to addresses provided by such representatives to the committee chair and deemed to have been received upon successful transmission

## APPENDIX 1

A HARD COPY OF THE SIGNATURES IS HELD BY SUFFOLK COUNTY COUNCIL ON BEHALF OF THE PARTNERSHIP.

Organisation	Name	Designation	Address 1	Address 2	Address 3	Address 4	County	Post Code
Ipswich Hospital NHS Trust	Peter Donaldson	Trust Medical Director and Caldicott Guardian	Ipswich Hospital NHS Trust, Information Governance Manager	Post Bag NO35 IM & T	Heath Road	Ipswich	Suffolk	IP4 5PD
Suffolk Constabulary	Simon Ash	Chief Constable	Suffolk Constabulary HQ	Martlesham Heath			Suffolk	IP5 3QS
Choose Suffolk	Celia Hodson	Chief Executive	Choose Suffolk	Felaw Maltings	Felaw Street	Ipswich	Suffolk	IP2 8SJ
Forest Heath District Council	David Burnip	Chief Executive	Forest Heath District Council	District Offices	College Heath Road	Mildenhall	Suffolk	IP28 7EY
Environment Agency	Dafydd Evans	Area Manager, Eastern	Environment Agency	Iceni House	Cobham Road	Ipswich	Suffolk	IP3 9JE
St Edmundsbury Borough Council	Geoff Rivers	Chief Executive		West Suffolk House	Western Way	Bury St Edmunds	Suffolk	IP33 3YN
Suffolk County Council	Andrea Hill	Chief Executive	Suffolk County Council	Endeavour House	Russell Road	Ipswich	Suffolk	IP1 2BX
NHS Great Yarmouth and Waveney	Paul Zollinger-Read	Interim Chief Executive	NHS Great Yarmouth and Waveney	1 Common Lane North	Beccles		Suffolk	NR34 9BN.