

Source
Health and Social Care Integration

Information Sharing Agreement
(incorporating Service Level Agreement)

Amongst

Dumfries and Galloway Council

Dumfries and Galloway Health Board

(Integration Joint Board)

and

**The Common Services Agency
for the Scottish Health Service**

TABLE OF CONTENTS

| | |
|--|----|
| 1. Background Information for this Information Sharing Agreement (ISA) | 2 |
| 2. Introduction | 3 |
| 3. The Data Sharing Organisations | 4 |
| 4. Details of Personal Information Being Shared | 5 |
| 5. Purpose for Which the Partners Will Use Data | 5 |
| 6. Legislative/Statutory Powers | 6 |
| 7. Informing the Service User | 8 |
| 8. Summary of Operational Procedures | 8 |
| 9. Records Management | 8 |
| 10. Subject Access Requests (SAR) and Freedom of Information Requests | 9 |
| 11. Information Security | 9 |
| 12. Complaints | 10 |
| 13. Review and Termination | 10 |
| 14. Data to be submitted and frequency of submission | 10 |
| 15. Access and Security of Data | 11 |
| 16. Services Provided by NSS ISD | 13 |
| 17. Signatories to this ISA | 16 |
| 18. Nominated Authorisers | 17 |
| Appendix 1: Glossary of Terms | 18 |
| Appendix 2: Information which can be shared under this ISA | |
| Appendix 3: Proposed Outputs | |
| Appendix 4: Data Outputs Linkage | |
| Appendix 5: Local Authority Profile | |
| Appendix 6: Change to External Authoriser Details | |

1. Background Information for this Information Sharing Agreement (ISA)

- 1.1. A glossary of terms for this Information Sharing Agreement (ISA) is contained within Appendix 1
- 1.2. This ISA supersedes the previous 2016 Information Sharing Agreement and will only be revised if there are any significant changes. These changes may well be distributed as an addendum to this document and will include housing homelessness for those wishing to collect this dataset.

This document will be reviewed at regular intervals and updated accordingly.

- 1.3. The Public Bodies (Joint Working) (Scotland) Act 2014 (**2014 Act**) requires each Health and Social Care Integration Authority to produce joint commissioning strategies and delivery plans. The Common Services Agency for the Scottish Health Service (commonly known as NHS National Services Scotland Information Services Division (NSS ISD)) has been commissioned to work in partnership with the Scottish Government, NHS Health Boards, Local Authorities, Health and Social Care Integration Authorities and other stakeholders in a collaborative manner to develop and improve the information available to Integration Authorities on an ongoing basis in order to support their needs. The ongoing collaborative activity (being part of the wider context of integrated health and social care activity carried out pursuant to the 2014 Act) are together known as the '**Collaboration**'.
- 1.4. The aim of the Collaboration generally is to provide Health and Social Care Integration Authorities with nationally linked multiple data sources across multiple sectors and public services to provide a broader range of Service User and individual level data. This information will support Integration Authorities to assess and forecast needs, link investment to agreed desired outcomes, consider options, plan and evaluate the nature, range and quality of services, provide transparent and comparable evidence to progress in achieving Health and Social Care outcomes.

Source data, at a Service User level, will be submitted to NSS ISD via an agreed secure transfer mechanism for linkage to NHS health records. To facilitate linkage, submitted records will include Personal Identifiers (including the CHI number if available) to enable a match/cross check to be made to the Service User's CHI. NSS ISD will carry out CHI matching on all records to facilitate linkage to health data. Following CHI seeding and data validation, NSS ISD will hold Personal Identifiers separately from the activity data on a secure server.

Linked Source data will ultimately be viewable by authorized users in a secure and need to know basis by way of reports and dashboard technology.

This Collaboration will allow Source data to be collected by NSS ISD as routinely as possible, preferably quarterly, to link to health data at an individual level to build a longitudinal understanding of how people use services, particularly in terms of patterns of use. The intelligence that the linked data will provide will enable organizations to assess the extent to which services met the needs of their populations and delivered equitably. The results will thus guide strategic planning and commissioning, help determine costs and evaluate benefits. It will for example assist in:

- Understanding health and social care resource use.

- Assessing and forecasting needs.
- Linking investment to desired outcomes.
- Considering options using a robust evidence base.
- Planning for the nature, range and quality of future service provision.
- Ensure appropriate distribution of services amongst the population.

1.5. A copy of the Privacy Impact Assessment (PIA) associated with the Collaboration will be made available on request and will be reviewed at regular intervals and updated accordingly.

The Collaboration involves NSS ISD acting as:

- Data Processor
- Data Controller for National Statistics
- Data Controller in common with the NHS Boards and Local Authorities.

This ISA deals with NSS ISD acting as a Data Controller and a Data Controller in common.

This ISA is specifically designed for collection, linkage and sharing purposes, within the context of Source and will complement all existing IG arrangements already in place at a local level.

2. Introduction

- 2.1. This Information Sharing Agreement (ISA) has been prepared to support the sharing of health or social care information as applicable by Dumfries and Galloway Health Board (NHS Dumfries and Galloway), Dumfries and Galloway Council and/or Integration Joint Board (IJB) with the Common Services Agency for the Scottish Health Service (NSS ISD) to allow NSS ISD to use such information for its own purposes in relation to its statutory functions (being the **ISD Purposes** as explained in Section 5 below) but in the wider context of integrated health and social care activity (such integration having been carried out pursuant to the Public Bodies (Joint Working) (Scotland) Act 2014). It also supports NSS ISD sharing information it has produced as part of the Collaboration (being information which is the product of use by NSS ISD for the ISD Purposes with NHS Dumfries and Galloway, Dumfries and Galloway Council and IJB to allow NHS Dumfries and Galloway, Dumfries and Galloway Council and/or IJB to use such information for their own purposes in relation to their statutory functions but in the wider context of integrated health and social care activity (such integration having been carried out pursuant to the Public Bodies (Joint Working) (Scotland) Act 2014).
- 2.2. The information sharing partner organisations involved in and signed up to this ISA (namely NSS ISD, NHS Dumfries and Galloway, Dumfries and Galloway Council and IJB (as described in more detail in Section 3.1 below) (**Partners**) are all Data Controllers for the purposes of this ISA. Such organisations will be Data Controllers in common.
- 2.3. This ISA supports and details the specific purposes for sharing with or by NSS ISD as a Data Controller and Data Controller in common and the Personal Information being shared plus the required operational procedures and legal justification for same.

2.4. For the purposes of sharing Personal Data with or by NSS ISD under this ISP, explicit consent of Service Users will not be required as per the relevant sections of the Data Protection Act (1998) below:

Schedule 2.6 of the Data Protection Act states:

6(1) 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.

And for sensitive personal data, Schedule 3.8 of the Data Protection Act states:

8 (1) The processing is necessary for medical purposes and is undertaken by
 (a) a health professional, or
 (b) 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.

(2) 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.

3. The Data Sharing Organisations

3.1. This ISA covers the exchange of information between staff of the following organisations (**Partners**):

| Data Sharing Organisations | Responsible Manager |
|---|--|
| Dumfries and Galloway Council, a Local Authority constituted under the Local Government etc (Scotland) Act 1994 and having its head office at Council Headquarters, English Street, Dumfries. DG1 2DD | Lorna Meahan, Director of Corporate Services |
| Dumfries and Galloway Health Board, constituted in terms of the National Health Service (Scotland) Act 1978 (as amended) and having its headquarters at High North, Crichton Hall, Glencaple Road, Dumfries. DG1 4TG | Graham Gault, Head of ICT |
| Integration Joint Board constituted pursuant to Section 9(2) of the Public Bodies (Joint Working) (Scotland) Act 2014 and having its headquarters at Dumfries and Galloway Infirmary, Bankend Road, Dumfries. DG1 4AP | Julie White, Lead for Health and Social Care |
| The Common Services Agency for the Scottish | Associate Director – Data |

| | |
|---|--|
| Health Service, constituted pursuant to the National Health Service (Scotland) Act 1978 (as amended) and having its headquarters at Gyle Square, 1 South Gyle Crescent, Edinburgh EH12 9EB. | Management and Head of Profession for Statistics |
|---|--|

- 3.2. The Responsible Managers detailed above have overall responsibility for this ISA within their own organisations, and must therefore ensure the ISA is disseminated, understood and acted upon by relevant staff whose duties include those relating to the functions outlined in this ISA.
- 3.3. Each Partnership will ensure that all current and newly appointed staff receives appropriate training in the application of this ISA.
- 3.4. The Responsible Manager for the Partnership will regularly monitor and audit access to information shared under this ISA to ensure the terms of the ISA are adhered to.
- 3.5. Chief Operating Officers will be asked to identify a local member of staff who will act as the Lead authoriser for staff requiring user access to Source data. This may be the Responsible Manager identified in Section 3.1 above or it can be another named individual with the appropriate training and competence. Arrangements for access to identifiable and de-identified Source data by staff at the Partnership will be agreed in writing amongst the Partners.

4. Details of Personal Information Being Shared

- 4.1. Please see Appendix 2 for a full list of data items included in the dataset.
- 4.2. When sharing Personal Information, the following Personal Identifiers will be used where available, to ensure that all Partners are referring to the same Service User:
 - Social Care ID
 - CHI Number
 - Surname
 - Forename
 - Postcode
 - Date of Birth (DoB)
 - Gender

5. Purpose for Which the Partners Will Use Data

- 5.1. The purposes for which each Partner will use the data provided pursuant to the Collaboration as a Data Controller are to plan, deliver or monitor services to ensure that they are effective, equitable and meet population need to inform strategic planning and commissioning and service redesign and/or enable comparison of the nature, content, costs and outcomes of different services. As far as NSS ISD is concerned, such use is of course different to that carried out by NSS ISD in its role as Data Processor as part of the Collaboration.
- 5.2. In future, the Source data may also be used by NSS ISD for relevant research by NSS ISD which (i) is permitted in terms of the Data Protection Act 1998 (DPA); (ii)

NSS ISD considers is in the public interest; and (iii) falls within the statutory functions of NSS ISD.

- 5.3. Anonymised linked data may also be made available by NSS ISD to NSS ISD approved third parties for the purposes of relevant research by such third parties where such research is permitted in terms of the Data Protection Act and NSS ISD considers that such research is in the public interest. Such third party research would only be done in accordance with strict information governance protocols. If the third party wishes to carry out research in relation to non-health data only, NSS ISD will refer that third party to relevant partner(s), the signatories to this agreement.
- 5.4. NSS ISD may undertake enhanced analytical work on Source data within its statutory function.
See Appendix 3 for example of Outputs.
- 5.5. All the purposes for which NSS ISD uses the Source data as set out in Sections 5.1, 5.3-5.5, are together the **ISD Purposes**. All the purposes for which the NHS Board uses the data supplied to it by NSS ISD as set out in Section 5.1-5.2 above are together the **Health Board Purposes**. All the purposes for which the Council uses the data supplied to it by NSS ISD as set out in Section 5.1- 5.4 above are together the **Council Purposes**. All the purposes for which IJB uses the data supplied to it by NSS ISD as set out in Section 5.1 above are together the **IJB Purposes**.
- 5.6. Some of the potential data linkage outputs from the ISD Purposes can be seen in Appendix 4.

6. Legislative/Statutory Powers

- 6.1. This ISA will be governed by and construed in accordance with Scots law.
- 6.2. NSS ISD is using the data supplied to it by the other Partners pursuant to the Collaboration for the ISD Purposes. The ISD Purposes are within NSS ISD's statutory functions to:
 - 6.2.1. Provide information, advice, statistical and management services in support of the functions of the Scottish Ministers, Health Boards and Special Health Boards.
 - 6.2.2. Collect and disseminate epidemiological data and participate in epidemiological investigations.
 - 6.2.3. Exercise the powers of the Scottish Ministers under Section 47 of the National Health Service (Scotland) Act 1978 in terms of the National Health Service (functions of the Common Services Agency) (Scotland) Order 2008.
- 6.3. The NHS is using the data supplied to it by the other Partners pursuant to the Collaboration for the Health Board Purposes. The Health Board Purposes are within NHS Board's statutory functions to:
 - 6.3.1. Promote the improvement of the physical and mental health of the people of Scotland in terms of Section 2A of the National Health Service (Scotland) Act 1978.

- 6.3.2. Prepare an integration scheme and/or strategic plan and carry out integration functions pursuant to the 2014 Act.
- 6.4. The Council is using the linked data supplied to it by NSS ISD pursuant to the Collaboration for the Council Purposes. The Council Purposes are within the Council's statutory functions to:
 - 6.4.1. Prepare an integration scheme and/or strategic plan and carry out integration functions pursuant to the 2014 Act.
 - 6.4.2. Support functions as a social work authority.
- 6.5. IJB is using the linked data supplied to it by NSS ISD pursuant to the Collaboration for the IJB Purposes. The IJB Purposes are within IJB's statutory functions to:
 - 6.5.1. Prepare an integration scheme and/or strategic plan and carry out integration functions pursuant to the 2014 Act.
- 6.6. Partners will ensure that disclosure of Personal Data under this ISA is conducted within the legal framework of the Data Protection Act and the Human Rights Act 1998.
- 6.7. As stated in Section 2.4 above, explicit consent for the sharing of Personal Data will not be required for the purposes of this ISA. Consent is only one of the "conditions for processing" found in Schedule 2 and 3 of the Data Protection Act. As the sharing covered by this ISA does not rely on consent, Schedule 2 and, where Sensitive Personal Data is involved, Schedule 3 (such information relating to a Service User's health or criminal record) apply.
- 6.8. For the purposes of this ISA the following Schedule 2 condition will be appropriate for all Partners:

Schedule 2, Paragraph 5(b) the processing is necessary for the exercise of any functions conferred on any person by or under any enactment.
- 6.9. For the purposes of this ISA the following Schedule 3 conditions will be appropriate to the Partners as applicable:
 - Schedule 3, paragraph 7(1) the processing is necessary for the exercise of any functions conferred on any person by or under an enactment.
 - Schedule 3, paragraph 8(1) the processing is necessary for medical purposes and is undertaken by:
 - a) A Health Professional
 - b) 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 that Paragraph 8(1), "medical purposes" includes the purposes of preventative medicine, medical diagnosis, medical research, the provision of care and treatment and the management of health care services.

- 6.10. The exemptions contained in Section 33 of the Data Protection Act (research, history and statistics) and Section 35 of the Data Protection Act (disclosures required by law or made in connection with legal proceedings etc) may be relevant in some instances.
- 6.11. Anyone working for the Partners has an obligation to safeguard the confidentiality of Personal Information. This is governed by law (the Data Protection Act, the common law of confidentiality and the Human Rights Act 1998), as well as by individual contracts of employment, organisational obligations and also by professional codes of conduct.
- 6.12. NSS ISD complies with all current legislation pertaining to the systematic collection of data. This includes (without limitation):
- Data Protection Act 1998 including the eight Data Protection Principles set out therein
 - Human Rights Act 1998 (applied in Scotland 2000)
 - Common Law Duty of Confidentiality
 - Access to Health Records Act 1990 (for deceased person's records)
 - Freedom of Information (Scotland) Act 2002
 - Public Records (Scotland) Act 2011
- 6.13. The Partnership recognises the importance of transferring information to NSS ISD in line with the aims of the Scottish Government and the law, and undertakes to co-operate fully with NSS ISD within the parameters. This includes, but is not limited to, the legislation listed above.

7. Informing the Service User

- 7.1. Service Users must be informed clearly and openly about how their Personal Information may be used (where possible). Partners will clearly inform Service Users about what Personal Information is to be shared, who it will be shared with and for what purposes it will be used for. Privacy notices will therefore be made available by Partners to Service Users explaining how their data may be used.

8. Summary of Operational Procedures

- 8.1. Only the minimum necessary Personal Information will be shared and only when it supports the ISD Purposes, Health Board Purposes, Council Purposes and/or IJB Purposes as applicable.
- 8.2. Personal Information will only be collected using collection methods approved amongst the Partners, ensuring the required information is complete and up-to-date.
- 8.3. Staff must also follow their own organisation's procedures relating to the handling of Personal Information.

9. Records Management

- 9.1. Personal Data will be held, processed and then destroyed securely by a Partner in accordance with the retention schedule of that Partner.
- 9.2. Partners will ensure that their retention schedules (particularly relating to shared information) will be subject to periodic review to ensure that information is being kept for as long as required, but not any longer.
- 9.3. The respective policies of the Partners must describe, where applicable, the relevant statutory or professional regulatory or other guidance which has informed or set the retention period for the information in question.
- 9.4. Electronic copies of the Personal Data must be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets Scottish Government Standards if applicable.
- 9.5. Partners will have established mechanisms for archiving information which they require retaining for a period but which is not required for normal operational use.
- 9.6. Consideration must also be given by Partners to the following: Public Records (Scotland) Act 2011, The Freedom of Information (Scotland) Act 2002 (FOISA) Section 61 – Code of Practice for Records Management and the NHS Code of Practice on Records Management.

10. Subject Access Requests (SAR) and Freedom of Information Requests

- 10.1. Requests for Personal Data will be processed and responded to using the standard Subject Access Request (SAR) procedure within each Partnership. Where the Partner receiving the SAR is not the Partner who originally contributed to the relevant data to the Collaboration (the original contributor being the Owing Partner) in respect of such Personal Data, it will advise the data subject / applicant to submit the SAR request to the correct organisation. We would not directly refer a SAR from one organisation to another.
- 10.2. The Freedom of Information (Scotland) Act 2002 (FOISA) provides a statutory right of access to all information held by Scottish public authorities, unless one of the exemptions to this right of access is applicable. In responding to requests for information which relate to matters covered in this ISP, the Partners undertake to co-operate fully with each other. One of the exemptions in the FOISA relates to Personal Data, and requires that any disclosure of Personal Data to a third party must comply with the data protection principles contained in the Data Protection Act.
- 10.3. Requests for information under FOISA will be processed and responded to using the standard FOISA procedure within each Partner. Where the Partner receiving the request is not the Owing Partner in respect of the relevant information, it will advise the data subject / applicant to submit the FOI request to the correct organisation. We would not directly refer a FOI from one organisation to another.

11. Information Security

- 11.1. Breaches of security, confidentiality and other violations of this ISA must be reported in line with each Partner's incident reporting procedures.
- 11.2. Significant data breaches involving Personal Information provided by Partners under this ISA must be notified to the Owning Partner.
- 11.3. All Partners must have appropriate technical and organisational measures in place to ensure the security of any Personal Data shared between Partners.
- 11.4. Only a limited number of appropriately authorised individuals within each Partnership will have access to the data received from other Partner(s) as part of the Collaboration. An even more limited number of authorised named individuals will have access to the person identifiable data to allow data linkage of Source data to happen. These access arrangements and access granted to Health Boards, Local Authorities and IJB's as part of the Collaboration generally will follow Information Governance principles agreed amongst the Partners in writing.
- 11.5. The Partners note that NSS ISD is registered with the UK Statistics Authority. The Statistics and Registration Service Act 2007 created the UK Statistics Authority and empowered it to determine and assess compliance with the Code of Practice for Official Statistics. NSS ISD is designated by legislation as a producer of Official Statistics and is obligated to adhere to the Code of Practice and relevant legislation. There are strictly adhered to protocols around publication data, pre-releases etc.

12. Complaints

- 12.1. Each Partner agrees to deal with complaints under the complaints procedure in place within their respective organisation.

13. Review and Termination

- 13.1. This ISA shall commence on the date of signature by all partner organisations.
- 13.2. This ISA may be terminated by either partner by giving no less than three months notice in writing to NSS ISD. With the agreement of the partner organisation and NSS ISD the notice period may be shortened.
- 13.3. This ISA will be reviewed at regular intervals and updated accordingly by NSS ISD to ensure it reflects the business requirements. Amendments can be made at any time providing they are mutually agreed and endorsed by all partners named as signatories in this document or delegated representatives.

14. Data to be submitted and frequency of submission

- 14.1. The Partnership will:
 - provide data from the initial core dataset as set out in Appendix 2, but which may change in the future, and in accordance with the Local Authority Profile in Appendix 5 or unless by mutual agreement.

- provide data to NSS ISD in the agreed format as provided.
- provide demographic data for every active service user to allow NSS ISD to generate a CHI number. The CHI number will be used to link Source data to existing health data. Demographic data must be submitted once per server user.
- provide the agreed data items to a schedule agreed with NSS ISD.

14.2. Partnerships should provide ISD with the name, telephone number and email address of the person who will submit the data to ISD and update ISD if this information changes.

15. Access and Security of Data

15.1. Transfer of data

- 15.1.1. Access to Source data will be via a secure Internet login.
- 15.1.2. The Partnership shall undertake to ensure that only agreed methods of data transfer are used in the transfer of data to NSS ISD. This method of electronic data submission will be a file upload facility. This method will use a secure file transfer mechanism (see Section 16.6.1).
- 15.1.3. NSS ISD shall ensure that, post transfer, the security of any data received by NSS ISD is in line with the law and the Partnership requirements.

15.2. Storage of data

- 15.2.1. NSS ISD will ensure that data submitted to NSS ISD is hosted in a secure and controlled environment. This environment, and the technologies deployed, has been designed to ensure that they are fit for purpose in terms of providing appropriate levels of security and control.
- 15.2.2. NSS ISD will ensure that data will be stored securely within the NSS ISD secure networked area. Demographic data will be held separately from the activity data. The CHI number will be encrypted and held separately from the activity and other data.
- 15.2.3. Linked data will only be stored in an NSS secure area.
- 15.2.4. NSS ISD will ensure that reasonable measures are taken to preserve the security of the data collection system. This includes, but is not restricted to, management of user accounts, passwords and positioning of PCs likely to be involved within NSS ISD in system use.
- 15.2.5. The Partnership will ensure that reasonable measures are taken to preserve the security of the service-end of the NSS ISD data collection system. This includes, but is not restricted to, management of user accounts, passwords and positioning of PCs likely to be involved in system use.

15.3. User Access to Data

- 15.3.1. User Access will be arranged with local sign-off and appropriate information governance safeguards in place. Access will only be provided once training has been undertaken.
- 15.3.2. The Partnership shall request access using the NSS ISD User Access System (UAS). Re-authorisation of access will be requested on an annual basis. The Partnership will provide NSS ISD with a primary and secondary authoriser after discussion has taken place between the NHS Board and the Partnership as to who will be the **Lead** Authoriser.

15.4. Data Breach

- 15.4.1. Whenever a security incident is identified the user account(s) involved will be reviewed. A full review of the security applied to the data source involved will be carried out and shared with all relevant named persons in the Partnership.
- 15.4.2. Full details of the incident will be gathered and investigated to identify the source issue. Once the source issue has been corrected, the required security settings, including user accounts, will be reviewed and when appropriate, made available for use.
- 15.4.3. Training material provided by NSS ISD will detail the procedure to follow to notify NSS ISD should there be a breach or security incident. It is assumed that local notifications in line with local protocols and processes are already in place.
- 15.4.4. All breaches of information security that may have compromised the confidentiality, integrity or availability of Tableau or its information, actual or suspected, must be reported to NSS ISD without delay.
- 15.4.5. NSS ISD must also be notified of any access to data at a level not previously authorised (including unintentional access).
- 15.4.6. Additionally all breaches of information security, actual or suspected, should be reported in line with local Information protocols and procedures.

15.5. Issue Notification

- 15.5.1. Any issues relating to the technical submission of data, format of files etc should be discussed with the NSS Customer Support helpdesk. The helpdesk can be contacted on 0131 275 7777.
- 15.5.2. Any issues arising from definitions of data items or the dataset itself should be directed to

15.6. Non Compliance

- 15.6.1. The Partnership and NSS ISD shall be responsible for monitoring their own compliance with this Agreement.
- 15.6.2. Where any non-compliance is identified NSS ISD shall ensure that, where required, action is taken to avoid the recurrence of such non-compliance. This

may include changes to procedures or security arrangements and further training.

15.7. Business Continuity

- 15.7.1. Source uses Servers which have been designed using clustered servers which provide resilience if a technical failure occurs.
- 15.7.2. The repository is backed up on a nightly basis Monday to Friday. Over the weekend, a more comprehensive backup is taken where the full Server, including Windows operating system is backed up.
- 15.7.3. Backups are arranged in line with the standard NSS server backup policy.
- 15.7.4. In the event of complete server failure, once the server is rebuilt, the software would be reinstalled and the Source content and configuration data restored from the backups.

16. Services Provided by NSS ISD

16.1. CHI Seeding

- 16.1.1. As from 1st April 2015, as part of the data submission process, when a record is submitted with no CHI this will automatically be generated from the demographic information and linked to the record held by NSS ISD. For those partnerships that have previously had their data CHI seeded then we will return the CHI to them as part of the validation/error/query reporting. We understand that as integrated working moves forward health colleagues should be providing the CHI on referral for new clients on an ongoing basis.

16.2. Data Quality

- 16.2.1. The Partnership will make every attempt to provide only data that is accurate, reliable and as complete and up-to-date as possible.
- 16.2.2. As a first point of contact, Councils should be liaising with their local Health Boards in order to get CHI numbers added to their systems on a routine basis.
- 16.2.3. On receipt of Source data from Councils, those records that do not have a CHI number will go through an automated process whereby a CHI number will be generated. This will be based on demographic data: Forename, Surname, Date of Birth, Gender and Postcode will be the minimum data items required to match to the CHI number. If a CHI is not derived using the above data items, the record will be flagged to allow incorrect data to be amended. If a CHI is not derived the data will be held centrally for local use but will not be linked. Any CHI errors identified as part of the automated process will be returned to the

Council via an Error Report. This then gives the Council and the Health Board an opportunity to rectify after discussions.

- 16.2.4. Any Source records that have been submitted with no CHI number, for example, new clients, where the Council has previously had CHI seeding undertaken on their systems by the CHI Indexing and Linkage team at NSS will get the auto-generated CHI for those clients returned. This only applies however to those Councils who have had their systems previously CHI seeded and have the appropriate Data Processing Agreements signed off by the Council, Health Board and NSS.
- 16.2.5. NSS ISD undertakes to accept only data that meets an agreed level of validation. The file will fail if an invalid file name or header record is submitted. If a record fails validation, it will not be accepted. This data may be edited by the Partnership until it passes validation, and will subsequently be accepted.
- 16.2.6. NSS ISD will validate data and flag errors and queries to the Partnership to allow data to be amended. Validations rules can be sent on request or can be found on the ISD website.
- 16.2.7. NSS ISD will monitor the error flags to ensure data is being amended timeously and will provide reports and escalate where error flags remain.
- 16.2.8. The Partnership will monitor errors and query flags following validation and will correct and resubmit. Any known errors must be dealt with in an effective manner and within acceptable timescales.

16.3. Linkage of data

- 16.3.1. Source data will be linked by way of the CHI.

16.4. Data Reporting

- 16.4.1. Access to standard and error reports will be via the dashboard.
- 16.4.2. Access to standard and error reports will be via Business Objects and/or SFTP.
- 16.4.3. The Partnership shall ensure that only trained staff members use these systems to access data.

16.5. Submission Format

- 16.5.1. The Data Specification Document can be sent on request or can be found on the ISD website.

16.6. Secure File Transfer

16.6.1. Globalscape will facilitate the secure transfer of Social Care data (see 15.1.2) providing an interactive user interface which requires little manual intervention and provides the capability for users to view an audit trail of data submissions. The servers utilised by the Globalscape solution will be hosted on server and network infrastructure currently operated by NHS NSS IT SBU on two virtual servers, a DMZ gateway and EFT server. Installed within NSS architecture - Data Protection and Encryption - EFT protects intellectual property and customer files transferred over the Internet using secure protocols.

17. Signatories to this ISA

Dumfries & Galloway Council

Name: LORNA McEAVAN
Designation: DIRECTOR CORPORATE SERVICES
Signature: [Redacted]
Date: 30/3/17

Witness: [Redacted]
Name: SUSAN SMITH
Designation: PA TO DIRECTOR CORPORATE SERVICES
Address: Dumfries and Galloway Council
[Redacted]
Date: 30/3/17

Dumfries & Galloway Health Board

Name: GRAMAM GAULT
Designation: GMD ICT
Signature: [Redacted]
Date: 22-3-17

Witness: SHARON MURCH
Name: SHARON MURCH
Designation: PA / OFFICE MANAGER
Address: [Redacted]
Date: 22.3.17.

Integration Joint Board

Name: Julie WHITE
Designation: Chief officer
Signature: [Redacted]
Date: 23/3/17

Witness: ALISON WARRICK
Name: ALISON WARRICK
Designation: EA TO CHIEF OFFICER
Address: [Redacted]
Date: 23/3/17

Common Services Agency

Name: SCOTT HOWES
Designation: ASSOCIATE DIRECTOR
Signature: [Redacted]
Date: 24/4/17

Witness: [Redacted]
Name: RICHARD JAMES
Designation: SERVICE MANAGER
Address: 141E SW, EDINBURGH, EH12 9EB
Date: 24/4/17

18. Nominated Authorisers

Partnership Access Authoriser

| | |
|--------------|---|
| Council | Name: Lorna Meahan |
| | Designation: Director of Corporate Services |
| | Email address: |
| | Telephone number: |
| Health Board | Name: Katy Lewis |
| | Designation: Director of Finance |
| | Email address: |
| | Telephone number: |

After discussion it has been agreed that Katy Lewis will be the Lead Authoriser

If a change to the nominated Authoriser above is required, please complete and return 'Change to External Authoriser Details' form in Appendix 5 of this document.

Nominated Authorisers will need to consider appropriate levels of access for each user e.g. aggregate data only, individual level data or identifiable data.

Authorisers will be able to grant access to users for other partnership areas if these partnerships have agreed locally to share data with each other.

Access levels

| Level | Data Accessed |
|-----------------------------------|---|
| Scotland (Level 1) | Allows the user to only see aggregated data for Scotland. |
| Partnership – Aggregate (Level 2) | As in level 1 plus aggregated level data for all partnerships and regions. |
| Partnership – Detail (Level 3) | As in level 2 plus general practice data. |
| Individual (Level 4) | As in level 3 plus individual indexed level data for their own partnership. |

Appendix 1: Glossary of Terms

| Term | Definition |
|------------------------------|---|
| 2014 Act | The Public Bodies (Joint Working) (Scotland) Act 2014. |
| CHI | Community Health Index. |
| Collaboration | The general collaborative arrangement amongst The Common Services Agency for the Scottish Health, Scottish Government, Local Authorities, NHS Boards, Integration Authorities and other stakeholders for the purposes of developing and improving the information available to Integration Authorities on an ongoing basis in order to support their needs. |
| Consent | An informed indication by which the Service User signifies agreement and understanding of how Personal Information relating to them is processed. |
| Council Purposes | The purposes for which the Council uses data supplied to it by NSS ISD as part of the Collaboration. See Section 5. |
| DPA | Data Protection Act 1998. |
| Health Board Purposes | The purposes for which the NHS Board uses data supplied to it by NSS ISD as part of the Collaboration. See Section 5. |
| IJB Purposes | The purposes for which IJB uses data supplied to it by NSS ISD as part of the Collaboration. See Section 5 where applicable. |
| Integration Authority | The organisation or committee to whom health and/or social care functions are delegated to. |
| Integration Scheme | A scheme setting out which integration model is to apply in the health and social care integration together with the functions to be delegated and information in respect of same, all as explained in Sections 1 and 2 of the 2014 Act. |
| NSS ISD Purposes | The purposes for which NSS ISD uses data supplied to it by the other Partners as part of the Collaboration where such purposes are those of NSS ISD (as opposed to that of any other Partner). It is where NSS ISD is acting as a Data Controller as opposed to a Data Processor. See Section 5. |
| Linked Data | Integrated health and social care data as explained in Section 1. |
| Owning Partner | The Partner who originally contributed the data to the Collaboration. |
| Partners | The organisations who have signed this ISA. |
| Partnership | This is the Partnership comprising the Council and NHS Board, the purpose of which is to deliver health and social care services on behalf of that Integration Joint Board. |
| Personal Data | Personal Information relating to people that are alive. This is explained in Section 1 of the DPA. |
| Personal Identifiers | A set of personal details that allow Partners to identify exactly who is being referred to, for example, name, address, date of birth, post code. |
| Personal Information | Information which relates to an individual, including their image or voice, which enables them to be uniquely identified from that information on its own or from that and / or other information available to the Partner. |

| Term | Definition |
|--|---|
| | It includes personal data within the meaning of Section 1 of the DPA and information relating to the deceased. |
| Practitioner | An inclusive term to describe any staff working for the Partner involved in the care of or provision of services for the service user. For example: health professional, social worker, volunteer etc. |
| Processing Personal Information | Broadly describes the collecting, using, disclosing, retaining or disposing, of personal information. If any aspects of processing are found to be unfair, then the Data Protection Act is likely to be breached. |
| Responsible Manager | A senior manager within an organisation who has overall responsibility for the area of work related to a specific Information Sharing Protocol. It will be their responsibility to ensure that ISAs are disseminated, understood and acted upon by relevant practitioners and that access to Personal Information is regularly monitor and audited to ensure appropriate access is maintained. |
| SAR | A subject access request under the Data Protection Act, being a request by an individual for a copy of Personal Data about that individual. |
| Sensitive Personal Information | Personal Information as to: the racial or ethnic origin of an individual; their political opinions, their religious beliefs or other beliefs of a similar nature, whether they are a member of a trade union, their physical or mental health or condition, their sexual life, the commission or alleged commission by them of any offence, or any proceedings for an offence committed or alleged to have been committed by them, the disposal of such proceedings or the sentence of any court in such proceedings. |
| Sensitive Personal Data | Sensitive Personal Information relating to people that are alive. This is explained in Section 2 of the Data Protection Act. |
| Service User | An inclusive term to describe those people who have contact with service providing organisations within Scotland and have information recorded about them. For example: individual organisations may refer to these people as data subjects, patients, clients, lawful representatives, etc. |
| Statutory Sharing Purposes | Statutory purposes permitting the Partners to share Personal Information with NSS ISD. |
| SWAN | Scottish Wide Area Network. |
| Validation | A series of pre-determined programmed checks which are systematically run on data being submitted to the system, to ensure data integrity, logic, consistency and completeness. |

Appendix 2: Information which can be shared under this ISA

The following table contains a list of data items to be collected as part of the dataset.

| Section 1: Demographics | |
|---|-----------------------------------|
| 1.1 Social Care ID | 1.2 CHI Number |
| 1.3 Surname | 1.4 Forename |
| 1.5 Postcode | 1.6 Date of Birth (DoB) |
| 1.7 Gender | 1.8 Ethnic Group |
| Section 2: Care Plan | |
| 2.1 Care Plan Date | 2.2 Client/Service User Group |
| 2.3 Living Alone | 2.4 Support from an Unpaid Carer |
| 2.5 Care Status | |
| Section 3: Self Directed Support | |
| 3.1 Financial Year | 3.2 Self Direct Support Option(s) |
| 3.3 SDS Package Amount | 3.4 Direct Payment Amount |
| | |
| Section 4: Reablement/IoRN | |
| 4.1 IoRN Score | 4.2 Date of IoRN Score |
| 4.3 Reablement Start Date | 4.4 Reablement End Date |
| 4.5 Service Provision Budget | |
| | |
| Section 5: Home Care and Housing Support | |
| 5.1 Financial Year | 5.2 Financial Quarter |
| 5.3 Home Care Service Provider | 5.4 Home Care Service |
| 5.5 Home Care Service Start Date | 5.6 Home Care Service End Date |
| 5.7 Hours Received | 5.8 Overnight Hours |
| 5.9 Additional Staffing Hours | 5.10 Service Provision Budget |

| | |
|--|---------------------------------|
| Section 6: Meals | |
| 6.1 Financial Year | 6.2 Financial Quarter |
| 6.3 Meal(s) Provider | 6.4 Number of Meals |
| 6.5 Service Provision Budget | |
| | |
| Section 7: Telecare and Community Alarm | |
| 7.1 Installation Date | 7.2 Installation Type |
| 7.3 Service Provision Budget | |
| | |
| Section 8: Care Home | |
| 8.1 Financial Year | 8.2 Financial Quarter |
| 8.3 Care Home Name | 8.4 Care Home Postcode |
| 8.5 Care Home Provider | 8.6 Care Home Admission Date |
| 8.7 Care Home Discharge Date | 8.8 Reason for Admission |
| 8.9 Nursing Care Provision | 8.10 Funding Type |
| 8.11 Local Authority Contribution | 8.12 Service Provision Budget |
| | |
| Section 9: Day Care Services | |
| 9.1 Financial Year | 9.2 Financial Quarter |
| 9.3 Day Care Service Type | 9.4 Day Care Centre Name |
| 9.5 Day Care Centre Provider | 9.6 Day Care Service Start Date |
| 9.7 Day Care Service End Date | 9.8 Number of Sessions |
| 9.9 Service Provision Budget | |
| | |
| Section 10: Respite | |
| 10.1 Financial Year | 10.2 Financial Quarter |
| 10.3 Respite Nights at Home | 10.4 Respite Nights Not at Home |
| 10.5 Respite Hours at Home | 10.6 Respite Hours Not at Home |
| 10.7 Service Provision Budget | |

Appendix 3: Potential Outputs

The Source platform provides Integration Authorities with online data and analytical support. It provides users with a picture of historical patterns of service use to support strategic planning and joint commissioning. The information contained within the Source platform can be used to evaluate services, providing evidence for change. Data included within the platform will continue to evolve as partnership[s] identify new and emerging datasets required to support the planning cycle.

The Source platform presents information on age, sex, sector, demographics (such as partnership, locality, GP cluster) and trend. Dashboards have been designed to allow users to interact with their own partnership information and ability to drill through and interrogate the data. Specifically dashboards include:

- Health and Social Care Expenditure – high level overview of expenditure across the health and social care sectors for each partnership.
- Hospital Expenditure and Activity – detailed information on inpatient and day case hospital activity, with data presented at GP practice level.
- High Resource Individuals – individuals who account for the top 50% expenditure in partnerships and identifying which services they use.
- High Resource Individuals – Long Term Conditions/Multi-morbidities – looking at the types of longer conditions and multi-morbidities HRIs have compared to other service users.
- High Resource Individuals – Pathways – presents information on HRIs from 2011/12 to 2014/15 illustrating the path individuals have taken from one year to the next.
- Long Term Conditions – the prevalence of LTCs and the associated cost and bed days of those identified as having an LTC.
- Delayed Discharges – presenting the number of delays, occupied bed days and estimates of the financial cost to the hospital sector associated with delayed discharges for each partnership.
- Accident and Emergency – detailed overview of attendances to AandE departments and the costs associated with this.
- Social Care – presenting activity information on Care plan, SDS, Reablement, Home Care, Meals, Equipment, Care Homes, Day Care and Respite.
- Community Health – presenting activity information on community health for District Nurses, Mental Health and Health Visiting.

- End of Life – presenting information on End of Life care including activity and cost information, trend, bed days, deprivation and multi-morbidity.
- Outpatient Expenditure and Activity – detailed information on outpatients with data presented at GP practice level.
- Prescribing Expenditure and Activity – detailed information on GP Prescribing with data presented at GP practice level.

Other be-spoke analysis includes:

- Partnership variation – understanding cost variation in service utilization is key when considering commissioning services appropriately. Summary information is available for each partnership; variation at different levels of geography (locality, GP practice etc) is also available.
- Forecasting – summary cost information on the resource impact with an assumption current spending levels are maintained and the associated impact based on population projections. *Available on request.*
- Pathway analysis – the individual level linked information can be used to create a picture of how individuals move from one service to another. Individual pathways can be built up to describe pathways at a population level and used to capture all the resource use associated with individuals and defined cohorts (group) of service user. *Available on request.*

Appendix 4: Data Outputs Linkage

The following data is available within the Source platform and is linkable:

- Accident and Emergency (AandE)
- Inpatient and Day Case (SMR01)
- Outpatients (SMR00)
- Maternity (SMR02)
- Mental Health (SMR04)
- Geriatric Long Stay (SMR01_1E)
- Prescribing (PIS)
- Scottish Social Care Census
- Care Home Census
- Deaths
- Cancer Registrations
- Social Care
- Community Health Activity
- GP Services
- Intermediate Care
- SPARRA Score
- Delayed Discharge
- Child Health
- Unscheduled Care
 - NHS 24
 - Scottish Ambulance Service (SAS)
 - GP Out of Hours (OoH)

Where possible – associated costing data is also aligned to each relevant activity dataset mentioned above. This is referred to as the Patient Level Information Costing System (PLICS).

Appendix 5: Change to External Authoriser Details

Change to External Authoriser Details

The ISA Signatory should complete the form below to provide details of lead authoriser for your Partnership.

User Access System

Authoriser for Source Tableau Service

Partnership
Name: _____

| | | |
|-----------------|-------------------------------------|--|
| Lead Authoriser | Name: | |
| | Email address: | |
| | Phone Number: | |
| | NSS User Name (if you have one): | |

I can confirm that the individual named in this document is approved by me to authorise access to the Source Tableau Service:

Name: _____

Designation: _____

Signature: _____

Date: _____

Return to

Authorisers must consider the following points for each application:

- Why is access to this Tableau service necessary for this individual to work?
- Access to non-confidential data is the default?
- Is access to confidential data essential for the persons work?
- What system in place to revoke access when it no longer required?
- Has the person confirmed that they have completed mandatory IG training?