

**Surrey Hampshire Borders NHS Trust
West Hampshire NHS Trust
Hampshire County Council
Southampton City Council**

**Procedural Agreement Between the Agencies
on
Arrangements for the Transfer and Management of
Confidential Service User Information**

Confidentiality and Information Sharing Documentation Suite

- Document 1 Inter Agency Policy on Confidentiality and the Management of Service User Information.**
- Document 2 Procedural Agreement between Trust and Local Authorities. (THIS DOCUMENT)**
- Document 3 Staff Practice Guidelines for Confidentiality and Information Sharing.**

SECTOR: Adult Mental Health and Substance Misuse Services

**Document Owner; Paul Lewzey
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The most recent version of these documents may be
found on agency intranet sites.**

Contents

1). Objectives of the Procedural Agreement	3
2). Definition and Scope	3
3). Values, Principles, Constraints	5
4). Local Practice Arrangements; Purpose and Context	5
5). Local Practice Arrangements; Record Management	6
6). Confidentiality and Security	7
7). Membership of the information “core team”	8
8). Record Storing and Archiving	8
9). Need to Know	9
10). Controlling Access	9
11). Access to Information by Different Groups	9
12). Transfer of Information for Management Information, Service Planning and Statistical Returns	10
13). Procedural Agreement Management	11
14). Implementation	11
15). Monitoring and Review Procedures	12
16). Contractual Agreement	14
Appendices	16

Procedural Agreement on Confidentiality and Information Sharing

Objectives of the Procedural Agreement

1 Objectives of the Procedural Agreement, in line with the Inter Agency Policy on Confidentiality and Management of Service User Information

- 1.1 West Hampshire NHS Trust (WHT), Surrey Hampshire Borders NHS Trust (SHB), Hampshire County Council (HCC) and Southampton City Council (SCC) run integrated adult mental health and substance misuse services in their respective areas. With the exception of Southampton City, where services are provided by the WHT and SCC partnership, services within the WHT area are provided by a partnership of WHT and HCC. For parts of northern Hampshire these services are provided by Hampshire County Council and Surrey Hampshire Borders NHS Trust. These pairs of agencies are referred to as the “partners” within this document. This Procedural Agreement is not intended to regulate transfer of information between HCC and SCC.
- 1.2 A Policy (Inter Agency Policy on Confidentiality and Management of Service User Information) has been established to enable staff in the pairs of organisations to be able to share information about service users. Guidelines for staff on how to undertake their professional responsibilities have been written (Staff Practice Guidelines for Confidentiality and Information Sharing). The Policy (Document 1) and Practice Guidelines (Document 3) form a mutually interdependent suite of documents together with this Procedural Agreement (Document 2), that has been written to define what actions the partners will take to implement the Policy.
- 1.3 This suite of documents has been drafted to:
- Be clear to the public, service users, professional groups and other agencies about how personal information is being managed within the Service.
 - Provide a clear structure for information sharing in which confidence can be inspired between the organisations, their members, managers, staff and professional groups.
 - Enable information flows to support high quality service.
 - Enable appropriate confidentiality and personal information security to be assured.

2 Procedural Agreement - Definition and Scope

- 2.1 During 2000 the NHS Information Policy Unit (IPU) worked on guidance for those wishing to develop a protocol for information sharing. An output from

Adult MH & Substance Misuse Procedural Agreement Between Partner Agencies
Version 1.0 February 2003

this work, *Guidance on Developing Information Sharing Protocols*, states that a working protocol 'will need to be specific to the particular operational requirements arising from the client group concerned'. The scope of this Procedural Agreement is to provide frameworks for the partner areas;

- adult mental health services.
- substance misuse services for people of all ages.

It is also intended to provide the beginnings of a framework for the areas;

- learning disability services
- older persons mental health

2.2 The Services have wider communities that will be affected by but not directly contracted to the Procedural Agreement –

- Family members, advocates, and others connected to user groups.
- Local statutory sector agencies involved with service users, e.g. Police, Probation, LA Housing.
- Statutory health and social care agencies in other areas.
- Independent sector providers, specifically commissioned to provide services.
- Voluntary and other agencies helping to meet the needs of the service user.
- Young persons mental health services.
- Primary health (Primary Care Trusts)

As part of ongoing developments attention will be paid to Procedural Agreements with other agencies.

2.3 In the absence of an agreement or guidelines in areas such as those listed above, existing precedent and procedures, and identified good practice should continue.

2.4 The partners already have a number of written policies affecting areas covered by this Procedural Agreement. Where these policies conflict with this suite of Policy, Procedural Agreement and Practice Guidelines, the Policy, Procedural Agreement and Practice Guidelines will over-ride existing policies. However, work will be undertaken to make any changes to existing policies and procedures that result from the adoption of this suite of documents.

2.5 The partners agree to compare the terms of their registrations under the Data Protection Act to ensure that the provisions enable the implementation of the suite of documents.

Signatories and Persons Responsible

2.6 This Procedural Agreement has been signed by representatives of the partners, to cover the information needs and behaviours of staff of the partner organisations who are involved in the Service, or who may be authorised at any time to have access to information relating to service users of the

Service. The officers administering the Procedural Agreement (the 'Responsible Officers') are those in each organisation designated as the Caldicott Guardians & their delegated officers. Any staff or other persons with queries or concerns over the interpretation or working of the Procedural Agreement will refer them where necessary to one of the Responsible Officers as described in Section 15 below. The Responsible Officers may delegate their day-to-day oversight of the Procedural Agreement, but such delegation, and the powers attached to it in relation to the Procedural Agreement, will be clearly spelled out in accordance with the management arrangements in Section 5 below. The Responsible Officers at 31st November 2002 are Dr Helen Matthews for West Hampshire NHS Trust, Dr Malcolm Hawthorne for Surrey Hampshire Borders NHS Trust, Ms Yvonne Lebrun for Hampshire County Council Social Services and Mr Tariq Ditta for Southampton City Council Health and Social Care Directorate.

- 2.7 The partners agree that any change in responsible officers will be notified to all other partners.

3 Values, Principles and Constraints

For a statement of the Values and Principles governing this Procedural Agreement, please see the Inter Agency Policy on Confidentiality and Management of Service User Information (Sections 2 and 5).

4 Local Practice Arrangements: Purposes and Context

Each partner has its own arrangements for the internal management of personal data, files, confidentiality and security, although work will proceed to produce joint agency approaches. This section of the Procedural Agreement concentrates on joint procedures for the sharing of personal information between partner agencies. Purposes for information sharing are listed in the Inter Agency Policy (Section 4 and Appendix 6).

See Appendix 2 for a list of policies in use by partner agencies. Where a partner changes or adds to these policies this will be communicated to all partners. Where possible partners will work towards an integrated suite of policies and procedures.

Operational context for data processing and information sharing

- 4.1 The procedures for adult mental health services and substance misuse service joint agency provision are specified within partner agency Integrated Care Programme Approach (ICPA). Equivalent procedures exist within substance misuse joint services.

Information flows and information sets

- 4.2 Throughout the care process, information is collected and stored to aid professional decisions about services to achieve best quality outcomes for the service user. As is indicated below the service user will be involved in, and will normally have given consent to, this process in order to receive an

assessment and then the best service, and will have contributed, and allowed collection of, information for this purpose.

- 4.3 The partners will co-ordinate the results of Caldicott audits of their joint services and work towards joint improvement programmes. It is acknowledged that there are limitations within partner agency information management plans. The Policy, Procedural Agreement and Practice Guidelines are not intended to act as an audit or to highlight deficiencies. It is recognised that there will be differences in policy and procedure between partners. In areas of policy, procedure or practice, where the suite of documentation does not cover particular circumstances, existing policies and procedures of partner agencies will be used.

5 Local Practice Arrangements: Record Management

- 5.1 It is important that individual members of staff accept the personal responsibility they have for good and secure management of personal information. Managers have responsibility for setting the framework within which staff work within the partner services. Responsibilities and good practice for the management of personal records are set out below.
- 5.2 Although many people can be involved in an episode of care, only core team members (see Section 7) will normally have routine access to the complete service user record. Other participants will have their access requirements established within the 'need to know' procedures described in the Policy and Practice Guidelines.

Management responsibility

<p>Senior Managers, WHT, SHB, HCC, SCC (supported by Responsible Officers)</p>	<p>The following overarching responsibilities are held by senior managers in HCC, SCC and the Trusts, supported and validated by the appropriate specialist staff:</p> <ul style="list-style-type: none"> • Designation of membership of the core care team(s), and procedures for authorisation, monitoring and review of core care team membership. • Designation of the overall structure of the personal record. • The format within which records are held (e.g. paper, electronic), and systems used for adding data, reading files, file storage and archiving. • Policy and framework for data protection, both technical and staff rules. • ensuring that staff who provide or receive information conform to legal requirements and the guidance of this Procedural Agreement. • Senior managers are responsible for ensuring that systems are in place to enable efficient staff access to information. • put in place procedures for transfer of sets of data to partner agencies for statistical returns, management information and service planning purposes. • ensure that material provided in aggregated form (e.g.
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	<p>performance indicators, returns, etc.) cannot be disaggregated in such a way as to allow any part of them to become personally identifiable.</p> <ul style="list-style-type: none"> • ensure that personally identifiable information is not exchanged unnecessarily.
Responsible Officers (Caldicott Guardians and their delegated officers)	<ul style="list-style-type: none"> • ensure that agency procedures for granting authority to view the file are in accord with legal requirements. This includes procedures for ensuring that where staff of the Trust or HCC or SCC need partial information, only the relevant part of the record can be accessed.
Core team managers (those managers with direct line management responsibility for core team members)	<p>Responsibility for the day-to-day management of each service user's personal file rests with a designated member of the core team. Team managers will;</p> <ul style="list-style-type: none"> • check the quality of records regularly against locally agreed standards. • ensure that the staff designation is made. • ensure that staff are aware of their responsibilities under subject access to records procedures • ensure that the Inter Agency Policy, Procedural Agreement and Staff Practice Guidelines are available to staff. • Ensure that staff members receive appropriate induction, briefing and training about confidentiality and information sharing.
Core team members	<p>The designated member of the core team will</p> <ul style="list-style-type: none"> • oversee the content of data entered and held on the file, • ensure that their own entries are relevant and accurate, are corrected or updated whenever necessary and conform to agreed standards. • For information recorded by others seek to ensure that own entries are relevant and accurate, are corrected or updated whenever necessary and conform to agreed standards.

Consent to share content of records

5.3 The designated member of the core team will ensure that, where appropriate, consent has been obtained from the service user to, and allow some or all of the contents of the personal file to be made known to relevant others. This will include the collection and storage of evidence of any consents given by the service user for information to be shared with others.

Core team members will act in accordance with Practice Guidelines.

6 Confidentiality and security

- 6.1 This Procedural Agreement functions within the Inter Agency Policy and alongside partner agency procedures on confidentiality, data protection, security and other information related matters, either as currently existing or as may be developed in the future. The Procedural Agreement does not alter or invalidate any of current policy statements or guidance notes, but where these policies conflict with this suite of Policy, Procedural Agreement and Practice Guidelines, the Policy, Procedural Agreement and Practice Guidelines will over-ride existing policies. Any new policies or procedures developed will be consistent with this suite of documents.
- 6.2 All newly appointed staff will be required by partner agencies to sign, as part of their contract of employment, a statement that they will abide by agency policies and procedures on confidentiality and data security. The partners agree to work towards a similar declaration for all staff. Partner agencies will ensure that a similar obligation and agreement is a requirement of any other person accepting a commission from the Trust or Local Authorities (e.g. independent sector providers). The partner agencies will seek to arrange consistency of their declarations and working practices. The partner agencies will seek to ensure that email and internet use policies are consistent.
- 6.3 Data protection co-ordinators will be appointed to ensure observance, and both new and existing members of staff will receive briefing.

7 Membership of the information 'core team'

- 7.1 The 'core care team' is defined in the Policy. For the purpose of defining the "core information team" administrative staff who support the core care team will also be included. The Trust and Local Authorities will appoint persons responsible for maintaining the list of those with such access (approved workers), ensuring that they are aware of their responsibilities, and initiating changes (i.e. core team staff arrivals and departures).
- 7.2 No person may be given access to personal records until they have signed all required undertakings and received local briefing / training / induction.
- 7.3 All persons with access to personal records who cease to qualify for access (e.g. staff leaving the agency) will have their access route closed off within 24 hours.

8 Record storage and archiving

- 8.1 Personal data will be stored or collated in a paper file, and/or on the partner agency electronic systems. Standards are in place or will be developed for the storage and archiving of records.
- 8.2 For information transferred from one partner agency to another (that relates to an individual service user) the rules about storage, access and destruction of the receiving agency will apply. For the purpose of this procedural agreement the word "transfer" will mean copying of information to its recipient.

See Practice Guidelines for a description of arrangements for sharing information provided by, or that relates to, a third party.

- 8.3 Information that is transferred between partners that relates to deceased persons will be held and managed by the receiving partner in such a way that the risk is minimised of distress or harm to relatives or carers of the deceased person or to others. (Whilst it may not be legally required, wherever possible, the provisions, of the Policy, Procedural Agreement and Practice Guidelines will be applied as if the person to whom information relates were still living)

9 Need to know.

- 9.1 Agencies will consider the provisions of Data Protection Act first. The Caldicott concept "Need to know" is defined in the Inter Agency Policy. See the Policy and Practice Guidelines for the processes to be used to decide about sharing information.
- 9.2 As well as the rules and guidelines mentioned above the common law duty of care includes sensitivity, security and effectiveness in handling communications.
- 9.3 "Safe Haven" or equivalent procedures will be used for transfers of personal data by West Hampshire NHS Trust and Surrey Hampshire Borders NHS Trust. HCC and SCC will apply their own policies and procedures that relate to security of information.

10 Controlling access

- 10.1 See the Policy and Practice Guidelines for arrangements for controlling access to information.
- 10.2 As stated, it is the role of partner agency senior managers, guided by the Responsible Officers, to control access to the personal record, and to determine the groups who may have partial access to the record or receive information on standard forms. See Appendix 1 for the access controls that will be used by the partner agencies.
- 10.3 Partner agencies will require of agencies to which care is subcontracted that they will abide by the rules and practices of confidentiality. This should, if possible, be done at the time of commissioning or of contracting, so that it is in place before the needs of the service user become pressing, except in case of emergencies.

11 Access to Information by different groups

- 11.1 This section relates to the disclosure of personal information to 'other persons', defined as those who are not part of the information core team as defined in the Policy, and not service users who have their own rights of access. 'Other persons' are those who do not have access to the full personal file, but who have a justifiable need for some personal information.

- 11.2 Several groups of people would normally be considered for 'focused access'. "Focused access" means that the information they are allowed to receive is selected (customised) to meet their specific information needs, as far as can be provided according to the consent of the service user and the judgement of professional staff. This could, with the consent of the service user, be full access, or it could be specific limited access. "Restricted access" is access to identifiable information that is exceptional, limited and one-off.
- 11.3 Trust Board or Local Authority Members would be eligible for "restricted access" in appropriate circumstances. E.g. for Mental Health Act Hospital Managers' hearings.
- 11.4 Potential information recipients will be required to specify their own immediate information requirements (i.e. on referral and subsequent involvements) within the 'need to know' principle.

12 Transfer of Information for Management Information, Service Planning and Statistical Returns

- 12.1 Aggregated information (either anonymised or if identifiable, with the consent of the service user) may be transferred between partners, subject to other parts of the Policy, Procedural Agreement and Practice Guidelines, for the purposes of Management Information, Service Planning and Statistical Returns. This may also result from gathering of data and information from jointly created records that have been created from contributions by staff from both partners. For each type of transfer, documentation will be produced that specifies the purpose, data sets, frequency, methods of transfer, processing and storage and process for destruction. See Appendix 3 for the format that will be used.
- 12.2 Information and statistics produced under 12.1 may not be transferred to a further organisation without the agreement of the partner that originally provided it and, in the case of identifiable information, without the consent of the service user. Protocols developed by partner agencies for further transfer of service user-identifiable aggregated information will reflect the Policy, Procedural Agreement and Practice Guidelines.
- 12.3 Audit of adherence to the Policy, Procedural Agreement and Practice Guidelines will include audit of the use of transferred aggregated information. Each partner will permit the other to enquire of staff about the use of information in these circumstances.
- 12.4 Policies and procedures relating to conduct of official enquiries (such as those relating to the work of agencies following death of a child under Part 8 of the Children Act or those relating to homicide or suicide associated with a person with a mental health problem) will sometimes require that files are stored in secure conditions. In these circumstances the original files will be stored and copies will be taken to enable any necessary continuing work by operational teams.

13 Procedural Agreement Management

Structures and Responsibilities

13.1 The following responsibilities for managing this Procedural Agreement have been agreed:

Responsibility

Action Required (W15)	Responsibility of
Agreeing the final Procedural Agreement	Partner agencies senior management teams, Trust Board, LA members.
Reviewing the Procedural Agreement and approving amendments	Designated Managers from partner agencies
Authorising disclosure of information outside the agreed purposes	Data Protection Co-ordinators with Designated Managers
Monitoring and Review of Procedural Agreement	To be designated by responsible officers of partner agencies.
Dissemination/Publication of Procedural Agreement to staff	Service/Team Managers
Adherence on a day-to-day basis	Service/Team Managers
Managing disputes between the agencies	Service managers Responsible Officers and partner agency senior managers, with reference to Data Protection Commissioner or Confidentiality and Security Board as necessary

13.2 All four organisations will ensure that the terms of reference for the above posts and committees include the responsibilities designated above.

14 Implementation

Adult MH & Substance Misuse Procedural Agreement Between Partner Agencies
Version 1.0 February 2003

- 14.1 Implementation of the Procedural Agreement will include consultation and dissemination with local managers.
- 14.2 On an ongoing basis –
- All staff will have access to the Staff Practice Guidelines.
 - All service managers will have a complete copy of the Inter Agency Policy, the Procedural Agreement and Practice Guidelines.
 - The Practice Guidelines will be entered into relevant Staff Handbooks.
 - Reference to the Confidentiality suite of documents will be included in the contracts of employment of new staff and highlighted during induction.
 - All staff within the adult mental health and substance misuse services and other relevant staff within the partner agencies, including support staff, will receive a communication formally referring to the suite of documents and where they may be consulted,.
 - All mental health managers will have their specific responsibilities in relation to the Procedural Agreement drawn separately to their attention.
 - All team leaders and staff supervisors will ensure that supervisees are reminded of the Policy, Procedural Agreement and Practice Guidelines, their meaning and the responsibilities implied, and are given an opportunity to discuss any practical points arising.
 - Information about the Policy, Procedural Agreement and Practice Guidelines, including key issues (procedures, disclosure rules, access requirements, etc.) will be included in staff induction packs and other relevant training courses.
 - Specific training needs of managers and staff will be identified and training provided.
 - A leaflet will be available and distributed to service users informing them of their rights in relation to confidentiality and information sharing. Notices on this topic will be displayed in partner agency waiting areas, where appropriate.
 - Arrangements will be made for service users, carers, and members of the public to access the Policy and the Procedural Agreement if they wish to.
 - Sets of the suite of documents will be disseminated to user groups, local voluntary societies, and other relevant individuals or agencies in the independent sector.
 - The suite of documents will be posted in partner agency Internet websites, where possible.
- 14.4 A joint partner agency Caldicott audit of confidentiality and information security processes will be completed and a joint development plan written for follow-up work.

15 Monitoring and review procedures

Adult MH & Substance Misuse Procedural Agreement Between Partner Agencies
Version 1.0 February 2003

- 15.1 This suite of documents, its use and application will be closely monitored. Changes will only be considered (in accordance with the above responsibilities) if the issues and problems identified are felt to be a significant barrier to information sharing or if legal issues arise. Any decisions about changes will be considered within the responsibilities assigned above.
- 15.2 Information on the use and effectiveness of the suite will be collected in a number of ways:
- Managers will be asked to provide team views and report on the operation of the Policy, Procedural Agreement and Practice Guidelines– use, value, issues arising, barriers and problems.
 - The Policy, Procedural Agreement and Practice Guidelines will feature on the agenda of induction and other training, and views given in this context will be fed through to those responsible for maintaining them.
 - Staff will be invited to log, with line managers, responses and behaviour which they believe are not in accordance with the Policy, Procedural Agreement and Practice Guidelines. A report on breaches will be part of the Review, information for which may be gathered through existing procedures.
 - Formal complaints procedures.
- 15.3 Formal reviews will be based on:
- Feedback from managers and staff groups.
 - Logged breaches.
 - The record of complaints.
 - Feedback from user/carer groups.
 - Changes to requirements.
- 15.4 As part of the Review, service users and carers, practitioners, managers and other agencies will be asked for views on the value of the various Guides and on the application of the suite, such as;
- The ease of application of the procedures;
 - The effectiveness of the suite in encouraging organisations to share information;
 - Difficulties experienced in applying the suite;
 - Proposals for improving the suite;
 - The contribution the suite is making to achieve the objectives of the adult mental health and substance misuse services.
- At reviews the partner agencies will identify how well the Policy, Procedural Agreement and Practice Guidelines have worked and what changes may be required.
- 15.5 Following each review, the review group will recommend to the partner agencies and Signatories the objectives, content, frequency and procedure for subsequent reviews and ensure processes are in place for dissemination of revised documents.
- 15.6 Breaches of the Policy, Procedural Agreement and Practice Guidelines alleged by members of staff of partner agencies:

- will be raised in writing with relevant managers.
- The manager will record the issue and judge whether the concern is justified (taking advice if relevant).

If the concern is thought justified, then an attempt will be made to resolve it within the team, in not more than 10 working days. If this is not possible, the matter will be forwarded to a designated person (to be nominated by the Responsible Officers), and a resolution provided within 30 working days. The person reporting the breach should be informed of the outcome within 7 working days, and the Review Group also informed. Breaches of the suite may need to be seen as disciplinary matters and recorded accordingly.

15.7 **Dispute Resolution Procedure**

In cases where there is disagreement between staff of partner agencies, such as whether information should be shared with particular individuals or parts of an agency attempts should be made to resolve the issue between the disagreeing staff members by reference to the Policy, Procedural Agreement and Practice Guidelines, as well as other agency procedures. Where this does not resolve the issue the following sequence of measures will be taken;

- a). Resolution by the manager of the staff members involved, where there is joint management.
- b). Discussion between partner agency line managers of staff where there is dual line management. This will be achieved within 10 working days of the disagreement being identified.
- c). Discussion with the Responsible Officers (i.e. Caldicott Guardians or their delegated officers) of whichever partners are involved.
- d). Consultation with the legal advisers of whichever partners are involved.
- e). Referral to and resolution by senior managers within relevant partner agencies.

Parts c). to e). of the process will be completed and the outcome advised to the persons identifying disagreement within 30 working days of the original identification of disagreement. In some cases stages c) to e) may need to be brought into effect more quickly where there is risk to any person or agency statutory response times require more rapid resolution.

Note: The views of professional bodies may be canvassed to assist in the dispute resolution process. The review group will be informed about any disagreement that is resolved by the use of part c). or later. If there is a significantly serious dispute the partner agencies will consider whether it is necessary to review the Policy, Procedural Agreement and Practice Guidelines.

Adult MH & Substance Misuse Procedural Agreement Between Partner Agencies
Version 1.0 February 2003

15.8 The first review date will be 1st May 2003, unless earlier review is agreed by the partners.

16 CONTRACTUAL AGREEMENT

The parties to the Procedural Agreement accept that the procedures laid down in this document will provide a secure framework for the sharing of information between their agencies in a manner compliant with their statutory and professional responsibilities.

They undertake to:

Implement and adhere to the procedures and structures set out in this Procedural Agreement

Ensure that all organisational policies, procedures and procedural agreements are consistent with this suite of documents – i.e. the Policy, Procedural Agreement and Practice Guidelines.

SIGNATURES:

..... DATE.....
FOR HAMPSHIRE COUNTY COUNCIL

..... DATE.....
FOR SOUTHAMPTON CITY COUNCIL

..... DATE.....
FOR WEST HAMPSHIRE NHS TRUST

..... DATE.....
FOR SURREY HAMPSHIRE BORDERS NHS TRUST

INTEGRATED RECORD ACCESS CONTROLS Appendix 1

	Access	Controls
The public	No access	Not applicable
Service User	Right of access to own file	Need to validate identification Need to apply through local procedures Specify basis to limit or refuse access
Informal carer	No right of access but can view at request of Service User May receive information relevant to caring role	Need to ensure agreement of service user Need to provide and record justification if consent is refused but focused access given Need to validate identification Need to apply through record access procedures.
Nearest Relative	May receive information relevant to formal consultation about compulsory admission under the Mental Health Act	Need to validate identification Specific subset of information only.
Advocate	No right of access but can receive information at request of service user	Need to ensure agreement of service user Need to validate identification
Core Team Staff	Full	Need to authorise as core care team member Need to ensure consent to process information has been understood and agreed
Clinical Colleagues in the Trust and Social Services	Authorised subsets for care and treatment purposes only	Ensure the need to know has been justified Ensure access is given and recorded in authorised manner Ensure consents are honoured through records management
Other Trust or Social Services staff	Authorised sub sets for administration and management only	Ensure that need to know has been justified Ensure access is given and recorded in authorised manner relevant to routine or exceptional requirements Ensure consents are honoured in records management and Caldicott principles applied

	Access	Controls
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Adult MH & Substance Misuse Procedural Agreement Between Partner Agencies
Version 1.0 February 2003

Service partners including GPs, service providers in statutory or independent sectors	Authorised sub sets for care and treatment only	Ensure that need to know has been justified Ensure access is given and recorded in authorized manner relevant to routine or exceptional requirements Ensure that consents are honoured through own records management Ensure procedure to handle information required by service provider as a condition of partnership
Local management – all levels	Focused access	Ensure that need to know has been justified Ensure identification Have procedure to ensure that person – identifiable information is needed Ensure Caldicott principles are applied.
Accountability inc local members, MP, Health Authority, PCTs, DH & NHS Inspectors, auditors etc.	Restricted access	Expectation is that access to person, identifiable information is exceptional Need to ensure agreement by service user Need to validate identification Need to apply record access through procedures? Ensure need to know is justified Ensure access is given, limited, recorded in authorised manner relevant to exceptional circumstances Ensure Caldicott principles are applied.
Complaints Officer, Lay Chair, Independent Complaints Convenor, Ombudsman,	Access relevant to nature of complaint	Need to ensure agreement by service user Need to validate identification Need to apply record access through procedures? Ensure need to know is justified Ensure Caldicott principles are applied.
Researchers	Access only as specified via prior approval of the Responsible	Need to ensure records can be made anonymous

Adult MH & Substance Misuse Procedural Agreement Between Partner Agencies
Version 1.0 February 2003

	Officers and, where relevant Ethics Committee or Social Services equivalent	Need to ensure agreement by service user Need to validate identification Need to apply record access through procedures Ensure Caldicott principles are applied.
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Appendix 2

List of Policies and Procedures from Partner Agencies on management of personal data, files confidentiality and security

Appendix 3

West Hampshire NHS Trust (WHT) and Southampton City Council (SCC)
Transfer of Service User Data from WHT to SCC
1). Purpose
2). Justification
3). Details of Data to be Transferred
4). Frequency
5). Method of Transfer
6). Processing and Storage Arrangements
7). Destruction Agreement
8). Additional Notes
Review Date.....

Adult MH & Substance Misuse Procedural Agreement Between Partner Agencies
Version 1.0 February 2003