

**Data Sharing Agreement
Level 2
GMCHC Stroke Mimics**

Salford Royal 
NHS Foundation Trust

University Teaching Trust

Classification: Data Sharing Agreement Level 2
Lead Trust Sponsor: Dr. Adrian Parry-Jones
Additional Sponsor: NA
Sponsor's Service: Hyper-Acute Stroke Unit (HASU)
Contact details: adrian.parry-jones@srft.nhs.uk

safe • clean • personal

Third Party Name: University of Manchester
Third Party Contact: Dr. Emily Griffiths, Information Governance Manager
Third Party Service: Health e-Research Centre, Trustworthy Research Environment/Greater Manchester Connected Health City
Care purpose: Service Improvement – analysis of Patients arriving by ambulance to HASU

Data Sharing Purpose:

Analysis to be done in a secure data centre at The University of Manchester as part of service improvement work. The data to be shared are a combination of ambulance and inpatient stroke information for evaluation of “real” and “mimic” patients being brought to SRFT's HASU.

Unique Identifier: Not known
Issue number: New agreement
Replaces: New agreement
Authorised by: Adrian Parry-Jones
Authorisation date: 22/11/2017 Approved by Jym Bates 26/6/18
Next review: Normally 2 years from date of issue
Distribution List:

1 Introduction

This document provides a means of establishing a standard for the sharing of information in respect to SRFT's HASU and is intended to form the basis of a model of good practice for information sharing between the organisations listed in Section 11 in compliance with the Data Protection Act 1998 and the Caldicott Principles.

This agreement covers the sharing of information for any of the purposes listed in section 3.1 and comprises the common principles and procedures which will be adopted wherever and whenever these organisations have to share information for these purposes.

This agreement should be read in conjunction with the overarching level 1 agreement.

This agreement is intended to cover the following types of data sharing: -

- Non Personal Data. Information that does not relate to people; e.g. information about organisations, natural resources and projects, or information about people that has been aggregated to a level that is not about individuals.
- De-Personalised Data. Information that relates to individuals, but where it is not possible to identify individuals from the information, whether in isolation or in conjunction with other information that the organisation holds.
- Personal (Sensitive) Data. Information that relates to individuals where the individual can be identified from the data and also where the purpose of the sharing is for research purposes, including statistical or historical purposes. (Only the third situation falls within the remit of the Data Protection Act 1998 and benefits from a special exemption (Section 33 of the Act) which allows data to be used for research even if it was not collected for this purpose. Personal data held only for research purposes may also be kept indefinitely. Other data sharing situations (i.e. sharing of personal data for other than research purposes) should also be reviewed under Caldicott Principles and the Pseudonymisation Implementation Project. This includes statutory obligations to share data; the appropriate statutory authority should be explained in section 3.1 of the agreement.

Where the agreement is for personal (sensitive) information all parties must be registered with the Information Commissioner and have relevant purposes specified in their scope of registration. Evidence of this will be demonstrated by writing the organisation's registration number in the appropriate boxes of Section 3.4. If there is any doubt about a partners scope of registration the other party(ies) should satisfy themselves on this point by checking the online public register of data controllers: -

<https://ico.org.uk/about-the-ico/what-we-do/register-of-data-controllers/>

2 Aims

This agreement provides a framework for the secure and confidential sharing of information between organisations to: -

- Ensure service users / patients receive the health / social care services they require
- Provide seamless and coordinated care
- Work effectively and efficiently together to tailor services to the particular circumstances and requirements of each individual
- Meet the needs for communities and individuals for care, protection and support
- Set out for service users / patients the reasons why information about them may need to be shared and how this sharing will be managed and controlled so that confidentiality is maintained

3 Objectives

3.1 Data Sharing Purpose Statement

For the purpose of the HASU service improvement as part of the GM stroke ODN, information in the form of de-personalised data will be shared to find out how often the 'Yes' decision is correct at SRFT's HASU, and provide feedback to reduce inappropriate arrivals: -

- Analyse the outcomes of patients brought by ambulance to SRFT's HASU from 1st September 2015 to 28th February 2017, i.e. whether they were diagnosed with a stroke or not.
- Compare the features and symptoms of patients who were diagnosed with those who had a stroke "mimic".
- Seek to update guidance to paramedics on what are and are not signs of a stroke, with a view to reducing the proportion of HASU arrivals of patients not requiring acute stroke care.
- Data from HASU care and digitised from NWS records will be sent from Salford's EPR to the University of Manchester (UoM; see Figure 2 below).
 - Previous communications with NWS determined that they do not have electronic records, nor are likely to in the immediate future. To inform and deliver service improvements, Greater Manchester Connected Health City at the University of Manchester is paying for staff at SRFT to digitise the NWS sheets for HASU patients. The cohort All these staff members have signed relevant agreements for access to SRFT computer systems. The cohort of patients has been determined by an analyst at SRFT in conjunction with the PI. The de-personalised, digitised records from Salford will inform HASU service improvements and advice to NWS.

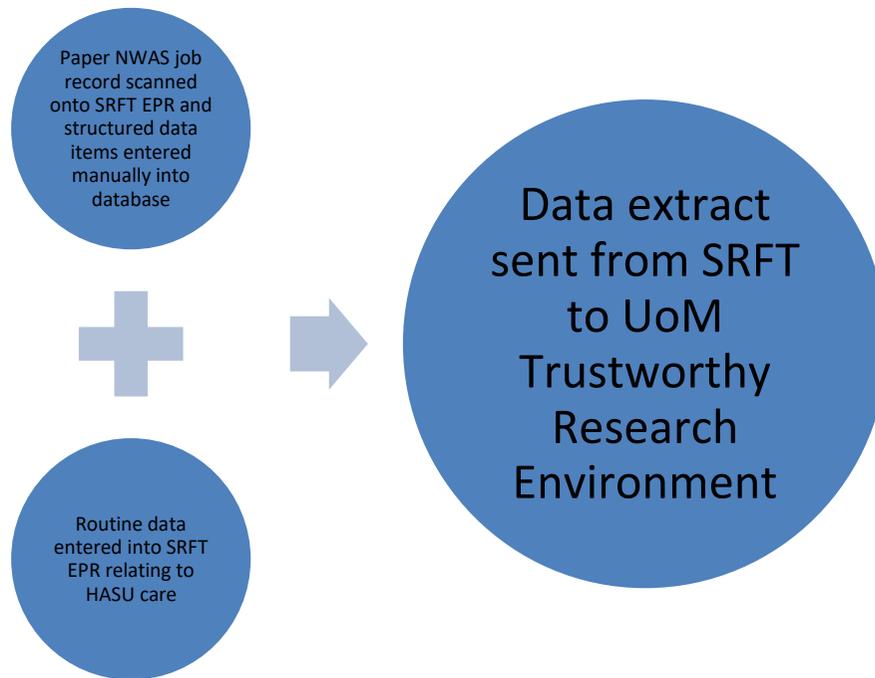


Figure 1 – Proposed data sharing from SRFT to UoM. The NWAS data come from sections 1,2,3, and 4 of the RX7 form. Identifiers will not be shared (i.e. staff number, patient NHS number, patient first or last name, patient address, patient date of birth, patient GP, and next of kin name, contact number, or any free text fields). Postcodes will be aggregated according to a routine algorithm by analyst at SRFT before transfer of data. A more detailed data flow and stroke pathway diagram is included in the accompanying PIA, and a full data specification is enclosed.

3.2 Data Ownership

SRFT remains the owner of the data, and grants to UoM a license to analyse the data (see level 1 agreement).

3.3 Conditions on Use of Supplied Data

Only the following named individuals (all UoM employees) will have access to the data, and only for the purposes outlined above:

- Camilla Sammut-Powell
- Adrian Parry-Jones

Data will be accessed securely under strict information governance and information security rules in line with ISO27001 and IG Toolkit requirements.

Acknowledgement will be granted in any publications or presentation of results

No fees are payable.

For further details see level 1 agreement.

3.4 Conditions on Use of Resulting Data

If UoM seeks to amend the purpose of data use above, permission will be sought beforehand in writing to SRFT.

SRFT will be consulted prior to publication, and has the right to see results at any time on request.

Generic metadata may be published on UoM website in line with UoM library and HeRC's policies. All such listing will follow FAIR principles.

3.5 Measures to Ensure Security of Data

Data will be handled and deleted securely under strict information governance and information security rules in line with ISO27001, IG Toolkit requirements, and the standard operating procedures of the Trustworthy Research Environment.

3.6 Retention Period for Supplied Data

Data will be retained for the length of the level 1 agreement, and longer if required by any journals in which results are published.

3.7 Format of Supplied Data

Secure electronic transfer of delimited text files via FTP across the internet (preferably N3 if possible) from SRFT server into the Trustworthy Research Environment.

3.8 Other Conditions

Both organisations to share information about these data to aid valuation of the stroke service improvement work.

4 Legislation & Guidance

Sign-off of this agreement signifies that all constituent parties, fully comply with the Data Protection Act 1998, together with all other related and relevant legislation and guidance covering issues of data collection, sharing, transmission and storage, including:

- The NHS Information Security Code of Practice 2007;
- Confidentiality: NHS Code of Practice, 2003;
- The Caldicott Report, 1997;
- The Freedom of Information Act, 2000;
- NHS Records Management Code of Practice, 2006 & 2009;
- NHS Care Record Guarantee, 2007;
- Social Care Record Guarantee, 2007;
- Electronic Communications Act, 2000;
- Health and Social Care Act 2012
- Health and Social Care (Safety and Quality) Act 2015
- The Re-Use of Public Sector Information Regulations, 2005.

Any organisation processing NHS data is required to comply with the NHS Information Governance Toolkit. To aid transparency it is recommended that constituent parties undertake a review of information governance using the NHS Information Governance Toolkit. This will ensure any relevant outstanding issues relating to information governance are identified.

5 Information Sharing Principles

In seeking to share information organisations will adhere to the following principles: -

- The organisations that are party to this agreement are committed to enable data to be shared in a manner that is compliant with their statutory responsibilities
- Service users / patients and carers will be fully informed about information that is recorded about them and as a general rule, be asked for consent before information is shared with colleagues or another organisation. This consent should be clearly recorded.
- The rules regarding disclosure of information apply to service users who lack capacity to consent. Where appropriate consent should be obtained from the person with the legal authority to act on the person's behalf. The reasons for the final decision should be clearly recorded.
- Organisations will ensure that staff receive appropriate training around service users / patient confidentiality

- Where professionals request that information supplied by them be kept confidential from the people who use services, the outcome of this request and the reasons for taking the decision will be recorded
- Information will not be used for any other purposes or further shared without prior consent of the user

6 Commitment to Developing Standard Procedures

The adoption of standard operational procedures should govern the exchange of information between the organisations that are party to this agreement. These processes will set the standards that the organisations will be expected to work towards and should be common to all service specific operational information sharing agreements.

7 Formal Approval / Adoption

This agreement applies to all organisations detailed in Section 11. It also applies to all staff, temporary and volunteer workers within the organisations that are party to this agreement.

8 Dissemination / Circulation of the Agreement

Staff will be made aware of and have access to this agreement. Any staff guidance will be read in conjunction with this agreement.

The agreement will be communicated to service users / patients, carers and voluntary organisations to ensure that individual rights in relation to the disclosure of personal information are upheld.

9 Data Subject Access Requests

Each partner organisation will designate an appropriate manager with the authority to make decisions with regard to subject access requests. All such request and any actions taken must be properly recorded within the partner organisations management systems.

10 Complaints

Each partner organisation will designate an appropriate manager with the authority to make decisions with regard to complaints. All such requests and actions taken must be properly recorded within the partner organisations management systems.

11 Organisations and Signatories

Organisation Name	Salford Royal NHS Foundation Trust
Signatory (inc Title)	<i>Approved by Jym Bates 26/6/18</i>
Signature	
Date	
Organisation Name	University of Manchester
Signatory (inc Title)	Prof. Niels Peek Head of Greater Manchester Connected Health City
Signature	
Date	

APPENDIX 1 - INFORMATION FLOWS:

Flow number/ code	Sender organisation and department	Recipient organisation and department	Purpose / Legal Basis e.g. Care & Treatment	Data Items*	Method of transfer /format/ applicable data standards	Frequency of data sharing/ access	Retention period	Justified by and date
Not known	Information Services, SRFT	Trustworthy Research Environment, Health e-Research Centre, University of Manchester	Anonymised data to inform stroke service improvement work	De-identified NWAS data digitised from RW7 form and HASU data from EPR. <i>See data specification.</i>	sFTP	Transfer of retrospective data from 1 st Sept 2015 to 28th February 2017. We anticipate two transfers in early 2018, each covering around half of the digitised data.	5 years	<i>Approved by Jym Bates 26/6/18</i>