

## **Information Sharing Agreement between NHS England and the GDC.**

### **The purpose of this agreement**

1. This agreement sets out the basis for sharing information between the General Dental Council (GDC) and NHS England in order to protect patients and the public. It is intended to cover the sharing of information in relation to concerns about the performance of individual dental practitioners and the risks that they may pose to patients and the public.

### **Role of each organisation in protecting patients and the public**

2. The GDC registers Dentists and Dental Care Professionals under the Dentists Act 1984. It takes decisions on whether or not a dental professional is suitable to be registered. Registration with the GDC confers the right to practise both NHS and private dentistry anywhere in the UK.
3. The GDC, among other aspects, also takes decisions on whether or not a dental professional's fitness to practise is impaired. Any decision to reprimand, suspend, place conditions, or erase a dentist affects their ability to practise dentistry anywhere in the UK.
4. NHS England takes decisions on whether or not a dental practitioner is suitable to enter on to the Performers list under the Performers List Regulations 2013. Membership of the performers list is a requirement for providing NHS primary dental care services. Registration with the GDC is a pre-condition of being permitted to join the Performers List.
5. Any decision to suspend, place conditions or remove a dentist from the performers list in England affects their ability to provide NHS primary dental care services in England.

### **Legal basis for the agreement.**

6. The GDC has the power to share information with NHS England under section 33 of the Dentists Act 1984.
7. NHS England has the power to share information with the GDC in relation to the operation of the Performers List under section 18 3(e) and section 21 (1) (g) of the Performers List regulations 2013.

### **Scope of the agreement**

8. The GDC registers both dentists and dental care professionals (dental nurses, hygienists, therapists, clinical dental technicians, dental technicians, orthodontic therapists) under the Dentists Act 1984.
9. NHS England holds a list of dental performers who are considered to be suitable to provide primary care dental services to the NHS in England under the Performers List Regulations 2013.
10. The main focus of this information sharing agreement is those dentists who are registered with the GDC and who also appear on the NHS England Performers List.
11. There may be circumstances where the GDC notifies NHS England of action taken against a dentist or has significant concerns about a dentist who is not on the NHS performers list in England. This will be to ensure that NHS England is aware of any issues relating to a dentist who may apply to join the performers list at some point in the future.
12. There may also be circumstances where the GDC notifies NHS England of action it has taken or where it has significant concerns about dental care professionals. This will be to ensure that NHS England is aware of any issues which are relevant to its performance management of NHS primary dental care services.

### **Types of information to be shared**

#### *a) Hard information.*

13. Hard information constitutes the decisions taken by each organisation using their respective powers under the Dentists Act 1984 and the Performers List regulations 2013. This information will be shared on a routine basis.

#### *b) Soft information*

14. Soft information constitutes information where either organisation has not taken a decision in relation to a dentist or DCP but where there are significant concerns about the performance and/or fitness to practise of a dentist. This information will only be shared in exceptional circumstances and in the public interest.

## **Stages in the processes of each organisation where information will be shared<sup>1</sup>**

15. The GDC will notify NHS England on a routine basis where it has taken the following decisions:

- The outcome of an Interim Orders Committee – in those situations where a decision has been taken to suspend or place conditions on the practice of a registrant on an interim basis. This is before any facts have been found or any decision about impairment has been taken.
- A decision to refer a case to the Investigating Committee – in those decisions where a decision has been taken to refer a registrant to an Investigating Committee.
- The outcome of an Investigating Committee – in those situations where a decision has been taken to refer a registrant to a practice committee, or to cancel a referral, or to issue a warning, public or private, or a letter of advice.
- The outcome of a Practice Committee – in those situations where a decision has been taken to reprimand, suspend, place conditions or erase a registrant.

These decisions will be provided as soon as possible once a decision has been taken (see Annex B of this document for an explanation of how these arrangements are intended to work in practice.)

16. In accordance with Section 18 of the Performers List regulations 2013 NHS England will notify the GDC on a routine basis where it has taken the following decisions:

- A decision to refuse a dentist entry to the Performers List
- A decision to suspend a dentist from the Performers List
- A decision to place conditions on the practice of a dentist on a Performers List
- A decision to vary conditions or impose new conditions on the practice of a dentist on the Performers List.
- A decision to remove a dentist from the Performers List.

NHSE must notify GDC whether the performer was removed for administrative reasons such as retirement by providing a statement to that effect. Where the case has been to the Performers List Decision Panel, NHSE will provide the GDC with the notification letter sent to the registrant of their decision or if this is not possible, an extract of the decision made.

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<sup>1</sup> See diagram at Appendix A

In accordance with Section 18 of the Performers List regulations 2013 these decisions will be provided no later than 7 days after the decision has been taken.

### **Contact points for sharing information between the two organisations.**

17. NHS England will share information with one contact point within the GDC. These notifications should be sent to [fitnesstopractise@gdc-uk.org](mailto:fitnesstopractise@gdc-uk.org)

18. The GDC will share information with the NHS Business Services Authority who will make all this information available to the Local Area Teams via its online system. In addition, the GDC will share information on Interim Orders Committees and Final Practice Committees with the Area Medical Director within each Local Area Team. NHSE will provide an updated list of the Area Medical Directors.

### **Information security**

#### Data Protection

19. The parties shall comply with their respective obligations as the data controller and the data processor under the Data Protection Act 1998 and any other applicable data protection laws and regulations (together, the "Data Protection Laws").

20. Both parties warrant that they have and will have at all times during the period of this agreement appropriate policies and technical and organisational measures in place to prevent unauthorised or unlawful processing of any personal data and sensitive personal data shared under this agreement. Such measures shall also protect such shared personal data against accidental loss, destruction or damage or disclosure.

### **Freedom of Information**

21. Both parties are subject to the requirements of the FOIA and the Environmental Information Regulations and will cooperate to allow compliance with information disclosure requirements.

### **Information Requests**

22. If one party receives a Request for Information in relation to shared information, under the DPA (section 7) or the FOIA (Section 8) they will

- (i) inform the other party as soon as possible after receipt and in any event within two working days of receiving a Request for Information; and,
- (ii) provide all necessary assistance as reasonably requested by the other party to enable that party to respond to the Request for Information within the time for compliance set out in section 7 of the DPA or section 10 of the FOIA

23. The party which receives the request shall be responsible for determining whether the Information:-

- (i) is exempt from disclosure under the DPA, FOIA and the Environmental Information Regulations; or,
- (ii) is to be disclosed in response to a Request for Information, and the party will take its decision following consultation with the other party and having taken its views into account.

24. The parties acknowledge that any lists or schedules provided by them outlining confidential information are of indicative value only and that they may nevertheless be obliged to disclose confidential information in order to satisfy a Request for Information.

### **Confidentiality**

25. The information shared under this agreement will be kept confidential and shall not be disclosed to any third party except as may be required by law or as may be agreed between the parties. This clause shall not extend to information which was already in the lawful possession of a party prior to this Contract or which is already public knowledge or becomes so subsequently (other than as a result of a breach of any duty of confidentiality)

### **Consent for the sharing of information.**

26. The GDC and NHS England are empowered to share information under their primary legislation without the need to first seek the consent of the individuals involved.

27. In order to be transparent and to comply with Data Protection Act and Freedom of Information principles both parties will make this agreement available on their websites.

### **Avoiding duplication and overlap**

28. In order to avoid duplication and overlap in the respective functions of the GDC and NHS England both organisations will seek to co-ordinate

investigations and clinical assessments into the same dentist where they receive a complaint.

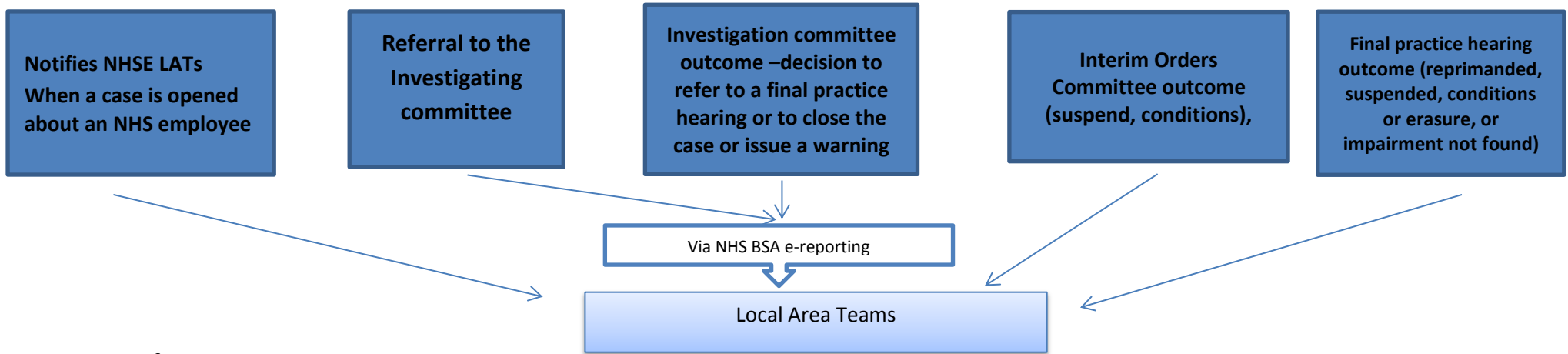
### **High level data sharing**

29. Both organisations commit to the sharing of data on the volume and nature of the cases dealt with by each organisation on a quarterly basis.

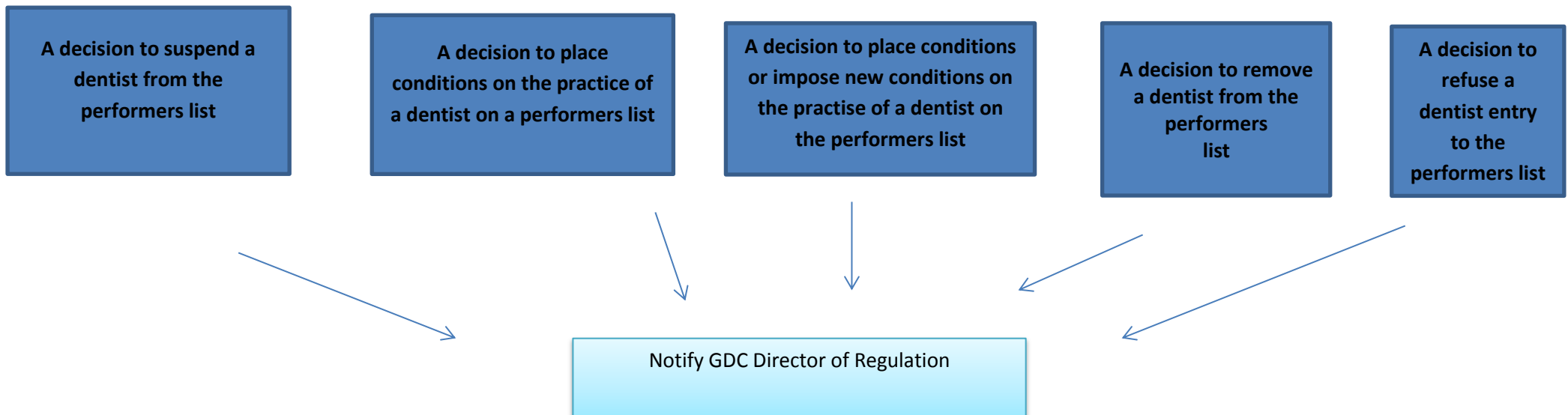
# Appendix A

## Information Sharing Arrangements GDC and NHSE

### GDC FTP Process



### NHSE Performance Assessment process



## **Appendix B**

- I.** Under sections 33C (1) (a) and 36Z (1) (a) of the Dentists Act 1984 (as amended) the GDC is under a legal duty to notify certain people of decisions to refer allegations of registrants' fitness to practice to the Investigating Committee.

The following note sets out how GDC will share notifications with NHSE.

### **II. NHS BSA E-Reporting system**

Local Area teams routinely access information via the NHS BSA E Reporting system. This is a secure online web-based reporting facility that enables area teams to view reports and to query and analyse data.

Under these arrangements the NHS BSA will receive GDC notifications for England and disseminate this information to Local Area Teams using the E- Reporting system. This will mean that the information about a registrant who practises in a particular area (or areas) will be provided directly to the relevant LAT(s).

### **III. Working with NHS BSA**

All referrals to the Investigating Committee and all Investigating committee outcomes will be sent in an agreed format (an excel spreadsheet) to NHS BSA on a monthly basis.

NHS BSA will match the information the GDC provides with the information they hold in their data warehouse. Because the NHS BSA use the GDC registrant number to identify those on the performers list, the NHS BSA are able to use their data warehouse to identify the registrants named in the GDC notifications and the LATs where they practise. On this basis they are able to provide a report for each Local Area Team.

Local Area Teams will be able to access this information on the NHS BSA's E Reporting system via a secure log in.

### **IV. Highlighting 'active' cases to the NHSE**

To ensure that NHSE are always aware of active cases, the GDC will include an additional column in the information supplied to NHSE to highlight that even though an Investigating Committee may have concluded that a particular set of allegations do not warrant further action, the registrant may nevertheless remain under investigation by the GDC in relation to other allegations.

### **V. Registrants not on the performers list**

The information that NHS BSA will provide to the NHS LATs will only relate to dentists on the performers list. Although, the GDC will send notifications to the NHS



BSA relating to DCPs and dentists who work in a purely private capacity this information will not be filtered by NHS BSA and will not be directed to Local Area Teams.

#### **VI. Sending information on final practice hearings and interim orders committee outcomes to NHSE**

The above process will only apply to those decisions to refer a registrant to the investigating committee and the outcomes of investigating committees.

The GDC will provide information on final practice hearings outcomes and interim orders committee outcomes on a monthly basis to NHS BSA so that it is uploaded on the E Reporting site and available for all Local Area Teams.

Additionally, we will email all final practice hearings and interim orders committee outcomes directly to medical directors in order to ensure that the NHS is fully aware of decisions by the GDC to take action against a registrant. We will do this when these decisions have been taken.

## Appendix C

### Information sharing agreement between General Dental Council (GDC) and NHS England

#### 1. Contact details

NHS England	General Dental Council
<p><b>Dr David Geddes</b> <b>Head of Primary Care</b> <b>Commissioning</b> <b>07554 114555</b> <b>David.geddes@nhs.net</b></p> <p><b>NHS England</b> <b>Quarry House</b> <b>Quarry Hill</b> <b>Leeds</b> <b>LS2 7UE</b></p> <p><b>Telephone: 0300 311 22 33</b> <b><a href="http://www.england.nhs.uk">www.england.nhs.uk</a></b></p> <p><b>Signature</b></p> 	<p><b>Evlynn Gilvarry</b> <b>Chief Executive and Registrar</b> <b>Email: <a href="mailto:egilvarry@gdc-uk.org">egilvarry@gdc-uk.org</a></b></p> <p><b>General Dental Council</b> <b>37 Wimpole Street</b> <b>London</b> <b>W1G 8DQ</b></p> <p><b>Telephone: 020 7167 0682</b> <b><a href="http://www.gdc-uk.org">www.gdc-uk.org</a></b></p> <p><b>Signature</b></p>  <p>Date 31 March 2015</p>