Customer Relationship Management IT System

Purpose

1. This report informs the Board of the benefits and costs of adopting CiviCRM, the Healthwatch England Customer Relationship Manager (CRM) IT System, and sets out plans for implementing the system.

Key issues

2. The central role of Healthwatch is to collate feedback and build an evidence-base to use to inform commissioners, regulators and providers of people's experiences using health and care services. Currently this feedback is compiled using an Excel spreadsheet. With increasing data being received these spreadsheets are becoming increasingly unwieldy.

3. Local Healthwatch are statutorily required to supply Healthwatch England with feedback from local services. Currently this is done through the escalation processes.

4. CiviCRM will provide a low cost means of improving our reporting.

5. Attention is drawn to another public-facing system; the Feedback Centre, which may be suitable to implement in due course.

Action required by the Board

6. The Board is asked to:
   - Approve implementation of the CiviCRM system;
   - Consider what access to the system the Board needs to carry out their Healthwatch duties. Permissions can be assigned on an individual or group basis and modified as familiarity with the system grows; and
   - Approve signing the Information Sharing Agreement.

Author

Sandie Smith, CEO

Non-Executive Director lead

Val Moore, Chair

Date 18th November 2015

Background

7. Since its establishment in 2013 Healthwatch Cambridgeshire has been using Excel spreadsheets to collate feedback of people's experiences. This was seen as a temporary measure whilst Healthwatch England developed a standard CRM system for the whole network to use. CiviCRM is a well-known CRM system that Healthwatch England have bought in and adapted.

8. CiviCRM has already been adopted by a number of Healthwatch and Healthwatch Cambridgeshire has visited Healthwatch Enfield to see the system in action and to get their views on how it works.

The CiviCRM System

9. CiviCRM is a back office function that is cloud-based. The system records activities, contacts and feedback, for example:
   - Feedback on experiences
   - Feedback on engagement activities and events
   - Feedback from meetings
   - Volunteer activities
   - Contact information

10. All of these records can be linked and reports and mailings generated. All of the Healthwatch Cambridgeshire staff will have access to the system and will be trained in its use. Users can be assigned a range of 'permissions' and these will be considered in more detail to ensure staff, Directors and volunteers have the most appropriate access for their needs.

11. Healthwatch England will import all current contacts, set up log-ins, and give on-going training and support. Julie McNeill is leading as the local expert and will train other members of the team and Board.

The Interim Information Sharing Agreement

12. Healthwatch Cambridgeshire are required to sign an Information Sharing Agreement before full access can be given, see Appendix 1. The Information Sharing Agreement Framework is attached as Appendix 2.

13. Several queries have been raised with Healthwatch England regarding the Agreement and these have been answered satisfactorily. A summary of the questions and answers are attached as Appendix 3.

14. Healthwatch Cambridgeshire's IT policies and systems comply with the requirements set out in the Agreement.

The LHM Feedback Centre

15. Some Healthwatch, for example Healthwatch Suffolk, have bought and installed a public-facing Feedback Centre from an independent company called LHM: http://www.healthwatchsuffolk.co.uk/

16. This system is not endorsed or supported by Healthwatch England but it does interface with CiviCRM. The Feedback Centre provides a public-facing 'Trip Advisor' service which will require moderating. The cost of the system is in excess of £20,000 for the initial purchase and over £7,000 per annum thereafter. These costs make it prohibitive for Healthwatch Cambridgeshire to purchase alone. Together with Healthwatch Peterborough consideration is being given to the benefits, practicalities and how the system might be independently funded.

Benefits

17. The CRM system has a significant range of benefits and has the potential to transform the way in which Healthwatch Cambridgeshire works:

- Coordination and relationship management; making it simpler to keep track of discussions and interactions.
- Manage relationships and interactions with different organisational contacts.
- Better internal communications; sharing of data between the team and also the Board so that everyone can stay up to date about particular issues.
- Having everything in one place; making it easier to access information.
- Access information remotely as the CRM is a cloud-based system.
- Improve quality assurance by capturing and managing people's experiences in a consistent way.
- Automatically sharing consumer feedback and enquiries with Healthwatch England.
- Managing events by creating registration forms, generating automatic registration confirmation and receipts.
- Send bulk emails and send target emails and track opens and click-throughs.
- Create, run and schedule reports to improve reporting and hence evaluation of impact. Allowing creation of reports as print friendly HTML, downloadable PDF's or export as a CSV.

Implementation

Costs

18. For the remainder of 2015/16 and for 2016/17 the CiviCRM system will be free to local Healthwatch. Thereafter the maximum cost will be £50 per month.

Timetable

19. See table for anticipated implementation process.

Activity	Lead	Target Date
Review, amend delete personal contacts	HWC team	By mid Nov
Report to Board for approval of Information Sharing Agreement including; ongoing costs, benefits and access requirements	SS/Board	18th Nov
Returned signed Information Sharing Agreement	SS	20th Nov
Decide on permissions and access request log-ins and set permissions as indicated	SS/JM	End of Nov
Import all contacts	HW England	End of Nov
Go live on a limited number of selected activities for training purposes	JM	End of Nov
Training for all HWC staff	JM	By end Dec
Full Go Live with Contacts & Activities	**HWC team**	**1st January 2016**
Establish timetable for training NEDs requiring access	SS/Board	Early 2016
Establish timetable for Mailings and Reports modules	SS/JM	Early 2016
Investigate feasibility and benefits of implementing the LHM Feedback Centre	SS/JM/Board	2016

Interim Customer Relationship Management Information Collection & Sharing Agreement (ICSA)

This Interim Information Collection & Sharing Agreement (ICSA) defines the arrangements for collecting, processing and transferring data using CiviCRM, between Healthwatch England and Healthwatch **Cambridgeshire**

1. **Parties to the Agreement**

   a. Healthwatch England.

   b. Healthwatch **Cambridgeshire**

2. **Core Principles**

   a. This agreement sets out the core information sharing principles and is set out under the Healthwatch England Information Sharing Guidance
   b. Access to the system is conditional upon adherence to this policy
   c. Users agree to regularly review and update information stored on the system to ensure it is accurate.
   d. All parties agree to adhere to the principles, standards and directions defined within the agreement.

3. **Legal Requirements Governing the Use of this Information**

   a. Both parties undertake to comply with the Data Protection Act 1998, the Telecommunications Data Protection and Privacy Regulations 1999, the Freedom of Information Act 2000, and all applicable laws and regulations relating to the processing of personal data, privacy, or any amendments and re-enactments thereof, and shall ensure that their employees, agents and subcontractors shall observe the provisions of the same.

   b. Specific attention is drawn to the regulations and guidelines produced by the Information Commissioners Office: The Data Protection Act 1998 requires that every Data Controller (Organization) who is processing personal information registers with the Information Commissioners Office (ICO), unless they are exempt. Failure to do so is an offence.

   c. All local Healthwatch are required to register with the ICO even if they believe that they may be exempted, or that they are covered by the umbrella registration of a parent organisation. Healthwatch **Cambridgeshire** must adhere to the Data Protection Act 1998. If unsure, you should seek

independent legal advice or contact Healthwatch England for further guidance.

d. A valid registration with the ICO must be in place before an instance of the system will be released for use. Acceptance of this agreement will be taken as confirmation by Healthwatch **Cambridgeshire** that this registration is in place and that all necessary consents have been secured.

4. **Consent Requirements**

    a. Healthwatch **Cambridgeshire** agrees that Healthwatch England shall be entitled to access anonymised personal data and shall share that data with Healthwatch England.

    b. Healthwatch **Cambridgeshire** will anonymise data through the automatic CiviCRM processes.

    c. Healthwatch **Cambridgeshire** shall obtain informed consent from the data subject as to how their personal data will be processed.

    d. Healthwatch England shall be entitled to access personal data for maintenance when required

    e. Healthwatch **Cambridgeshire** will comply with the 7 principles of the Data Protection Act 1998 and shall ensure no personal data in included within free-text boxes.

5. **Login and Maintenance**

    a. Requirements for External Logins:

        i. Healthwatch **Cambridgeshire** agrees to allow Circle Interactive or Compucorp to maintain a login to the system for purposes of system maintenance, administration, oversight and support.

        ii. Healthwatch **Cambridgeshire** agrees to grant a member of the Healthwatch England Team a login for purposes of support, including to facilitate the resolution of Helpdesk tickets.

6. **System Security and Usage Best Practice**

    a. Healthwatch **Cambridgeshire** agrees to the carry out the following on all computers using CiviCRM:

      i.   Install a firewall and virus-checking software on all computers that have CiviCRM installed.

     ii.   Ensure that operating systems are set up to receive automatic updates.

    iii.   Protect computers by downloading the latest patches or security updates to cover vulnerabilities.

    iv.   Only allow staff access to the information they need to do their job and will not let them share passwords. Further specific guidance will be given on passwords in the CiviCRM documentation.

     v.   All data transfer is encrypted (SSL) and anonymised in transfer to Healthwatch England, ensuring that no personal information is included in free text.

    vi.   Avoid using the system instance on unsecured wireless networks.

   vii.   Install a suitable anti-spyware tool. Spyware is the generic name given to programs that are designed to secretly monitor activities on computers. Spyware can be unwittingly installed within other file and program downloads, and their use is often malicious. They can capture passwords and other details then relay them back to cyber criminals. Anti-spyware helps to monitor and protect computers from spyware threats, and it is often free to use and update.

7. Ownership of Data

a. All Data collected and stored within its system instance will come into and remain within the ownership of Healthwatch **Cambridgeshire**.

b. Healthwatch **Cambridgeshire** grants Healthwatch England irrevocable license to process, store and share the transferred anonymised data.

c. Healthwatch **Cambridgeshire** agrees that in the event of termination of a contract to deliver section 221 activities (how so ever caused) or to use the Healthwatch Licence, that Healthwatch **Cambridgeshire** will transfer ownership of both the System Instance and the Data to Healthwatch England. Subject to clauses 8a & 8b, Healthwatch England agrees to transfer ownership of the System Instance and the Data to any local Healthwatch Organisation on the issuance of a new replacement contract to deliver Section 221 activities or the issuance of the Healthwatch Licence.

d. Intellectual Property rights remain the domain of Healthwatch England

8. Acceptance

a. By accepting, Healthwatch **Cambridgeshire** agrees to adhere to the terms of this agreement in full. In the event of a breach/violation of any of its terms, Healthwatch England reserves the right to restrict/deny access to the system.

b. This agreement is formally approved by email acceptance from a representative of Healthwatch **Cambridgeshire**. This must take place before any information sharing can be permitted. Both parties will ensure that the Agreement and any associated documents are known and understood by all staff involved in the process.

Signed for and on behalf of Healthwatch England

Name ………………………………………………..

Signature …………………………………………...

Date …………………………………………………..

For and on behalf of Healthwatch Cambridgeshire

Name …………………………………………………

Signature ……………………………………………

Date …………………………………………………..

Healthwatch CRM INTERIM

Information Sharing Agreement Framework

Purpose

Healthwatch England, in conjunction with Circle Interactive, has developed a CiviCRM System for use by Local Healthwatch in the management of contacts and recording of interactions with consumers and other organisations. A key feature of the system is for Local Healthwatch to be able to automatically transfer anonymised data to Healthwatch England whenever a consumer activity is recorded. This will enable them to have a system that will capture data that can be translated into national intelligence.

Full details of the system benefits can be found in the **Healthwatch CRM FAQ's document.**

In order for this program to be successful it is essential that all users commit to submitting good quality and relevant information in a responsible way and to ensure that data is kept up to date.

Aims and Objectives

This Framework has been written to provide a set of guidelines and principles for the secure and confidential storing and sharing of business information that will enable Local Healthwatch to share data with Healthwatch England in a consistent manner. It highlights the reasons for information collection and sharing, and sets out the process to be applied. By signing the Information Sharing Agreement confirms that both parties adhere to the principles and guidelines for sharing data that the Information Sharing Agreement defines and that Local Healthwatch grants Healthwatch England irrevocable license to use and share the transferred anonymised data.

This Framework sets out:

- Reasons for collection of data
- Data storage and retention
- Data sharing and the law
- System Maintenance

Reasons for collection of data

The Government recognises the strength of a network of Local Healthwatch with a local and national remit, and therefore places a number of requirements on Local Healthwatch to work with Healthwatch England. You must share your views, as well as any reports or recommendations you make about how local care services could or ought to be improved with Healthwatch England. Local Healthwatch must provide Healthwatch England with the intelligence and insight needed to enable it to perform effectively. Local Healthwatch are also able to make recommendations

to Healthwatch England to advise the Care Quality Commission to conduct special reviews or investigations or recommend that Healthwatch England publish reports about particular issues (23 Section 221(2) and Section 227 (4) of The Local Government and Public Involvement in Health Act 2007). Local Healthwatch must send Healthwatch England their annual reports.

This information is vital for us so that we can gather evidence, make recommendations and advise CQC about special reviews or investigations to conduct. It will also help us undertake things like the Special Inquiry where 3,000 pieces of evidence were submitted to us, enabling us to lead our investigation into discharge experiences.

Data storage

The Healthwatch CRM will contain some personally identifiable sensitive information so it needs to remain secure. Every effort has been made to ensure that it is as secure as possible at the server and network level. Each installation of the CRM will be securely hosted online and routine security updates will be applied.

Enquiries and feedback should not contain personally identifiable information and in general should not be linked to individual contacts unless further communication is required with the commentator.

Data Sharing and the Law

Users of the data supplied are obliged to fully comply with the Data Protection Act 1998, together with all other related and relevant legislation covering issues of data sharing and including but not limited to:

- British (International) Standard ISO 27001

- Computer Misuse Act 1990

- Copyright, Designs and Patents Act 1988

- Electronic Communications Act 2000

- Freedom of Information Act 2000

- Human Rights Act 1998

- Healthwatch England acknowledge their explicit commitment to maintaining the confidentiality, safety, security and integrity of all confidential and sensitive Data to which may be held under their guardianship.

- Users of the Data supplied are obliged to fully comply with The Data Protection Act 1998, together with all other related and relevant legislation.

System Maintenance

Circle Interactive, our hosting provider offer automated backups and security upgrades. Servers are located in high-quality secure data centres and all use RAIDed hard disks for additional resilience.

They manage the operating system and web/database server software, including security upgrades, provide automated backups and monitor the server in UK office hours. They keep your installation up to date with minor-version upgrades and security patches and perform daily backups of all files and data.

We also provide 1-2-1- support in house, which can be accessed by logging a request via the CRM Inbox. We also provide 1-2-1 desk based training where necessary.

Queries and responses from Healthwatch England re CRM

Information Sharing Agreement Framework

- In the Information Sharing Agreement Framework it states under Aims and Objectives that by signing the Agreement we grant 'HW England irrevocable licence to use and share the transferred anonymised data'. Could you clarify who this will be shared with please?

  In terms of who we share the data with, firstly, I must re-iterate that this is <u>anonymised data and no personally identifiable information</u> is pulled through from the CRM. In terms of who we share this data with, at the moment it is just the Department of Health, this may change in the future but local Healthwatch will be informed.

- Under Data Storage. Is it possible to make 'Every effort has been made to ensure it is as secure as possible' more robust?

  Regarding data storage, every effort has been made to ensure it is secure and it is highly unlikely it will ever not be secure but we cannot make that statement as it's impossible to guarantee.

- In the next sentence 'Enquiries and feedback …. in general should not link to individual contacts….' Could you please clarify if that means we do not link up our end (in which case it is fine) or if it links your end (in which case not so fine).

  Enquiries and Feedback should not link to individual contacts – this is your end, again we only receive anonymised data from local Healthwatch

Interim Information Collection & Sharing Agreement

- When is a permanent ICSA expected?

  I am currently undertaking a Safeguarding and Data Protection project and elements of this will be added to the permanent Information Sharing Agreement so this will not be released until the New Year.