

Gloucestershire Specific Information Sharing Agreement

Purpose

The organisations involved have signed up to the overarching principles set out in the [Gloucestershire Information Sharing Partnership Agreement](#) and these principles must be adhered to. Once information is shared with another organisation they become the data controller of the shared copy of the information and are responsible and accountable for the use and protection of it.

This specific information sharing agreement:

- sets out the legislative basis for the legitimate sharing of personal information in specific circumstances between two or more data controllers.
- will be supplemented by relevant procedures and standards
- is to be completed by Information Asset Owners (or their delegate), project, process or service managers or an Information Governance Specialist.
- can only be signed by a Caldicott Guardian or Director (or equivalent).

LIABILITY

Each Party shall accept responsibility for its own acts and omissions.

Nothing in this agreement shall limit liability for death or personal injury resulting from negligence or for fraud.

Version	Date	Comments
0.1	Feb 2018	First draft
2.0	August 2018	Updated SISA Version
2.0	18 th September 2018	Edits Received from GHFT
3.0	26 th September 2018	Updated Version – <ul style="list-style-type: none">• Section 2 – Included link to CHIS website• Section 2 – Reworded sentence to make it explicit that NHSE Is the Data Controller / SCWCSU is commissioned to run CHIS as the Data Processor• Section 5 – Public Task not Public Interest• 2. Legal Powers – accepted proposed track changes• Party 2 – Accepted Track Changes• Section 9 – Accepted Track Change• Section 13 – Accepted Track Change
3.1		<ul style="list-style-type: none">• Superfluous text removed from Purpose• Section 2 reworded to avoid casting SCWCSU as a processor• Superfluous headings and appendices removed

1. Parties to the agreement:

	Name and address of organisation
<p>Party 1 <i>This will be the lead party and the officer completing the agreement will become the agreement owner.</i></p> <p><i>Each party is responsible for ensuring the sharing is documented for their own record of processing.</i></p> <p><i>Where two or more controllers jointly determine the purposes and means of processing, they shall be joint controllers and document within this agreement their respective responsibilities for compliance.</i></p>	<p>NHS South, Central and West Commissioning Support Unit (SCWCSU) 5510 John Smith Drive, Oxford Business Park South, Cowley, Oxford OX4 2LH</p>
<p>Party 2</p>	<p>Gloucestershire Hospitals NHS Foundation Trust (GHFT) Health Records Department Gloucestershire Royal Hospital Great Western Road GL1 3NN</p>

2. Why is this sharing required?

NHS England has responsibility within the NHS by section 7A of the National Health Act 2006 and agreements made under it for the commissioning of Child Health Information System (CHIS) services and systems. <https://scwcsu.nhs.uk/services/child-health-information-services/>

NHS England is the Data Controller. Day to day responsibility for the running and maintenance of the CHIS services lies with SCWCSU as part of NHS England.

The sharing of data is necessary:

- To check and assure the quality of data held on both the SCWCSU and GHFT clinical information systems.
- To enable the mandatory and statutory recording and reporting of Child Health data.
- To ensure legally registered names are recorded on both systems.

3. What information is to be shared?

Personal Information Data

Special Categories of Personal Data (see [definitions](#))

Description of the information to be shared:

Data shared by GHFT to SCW CHIS –

GHFT will provide Read and Extract Rights Access for SCW CHIS staff to the NIPE SMART & SMaRT4Hearing. This will be accessed via secure URL with password protected accounts. This is role based and must be set-up by information team at GHFT.

New Infant Physical Examination (NIPE)

Date and time of birth

Age

Last name

First name

NHS Number

Hospital Number

Neonatal screening offered

Neonatal screening exam

Examination of hips

Genitalia

Genitalia problem identified or suspected

Eyes

Red reflex

Neonatal screening exam

Testes

Heart problem identified or suspected

Heart

Neonatal screening date

Neonatal screening exam completed by

New Born Hearing (NHB)

NHS Number

Event Date

Outcome Result Code

Date Outcome Code Set

**Hep B indication (Antenatal)
Data**

Registered GP and surgery address
for Mother

Hep B Given – New Born

Mothers NHS Number

Mothers forename	Babies NHS Number	
Mothers surname	First Dose Information	
NHS number	Reason Given	
D.O.B	Low/High Risk	
EDD (expected delivery date)		
Date of screening for infection		

Data Shared by SCW CHIS to GHFT

SCW CHIS will provide Read Only access for authorised GHFT staff to the following Data Sets

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Type of Data	Data Source - Organisation
NHS No & Demographic Data	National NHS SPINE – storage of demographic and clinical information
NHSD Patient's Registered GP Practice	NHSD Organisation Link Data
Bloodspot Results	Southmead Pathology Laboratory
New Infant Physical Examination, New Born Hearing Screening, BCG Screening/immunisations, Deceased/Stillborn	Gloucestershire Hospitals NHS Foundation Trust (GHFT)
Immunisations and 6-8 week Examinations, Deceased/Stillborn	Gloucestershire GP's
Health Visitor – 5 x Universal Checks School Nurse – Hearing & Vision Screening, Immunisations & National Children's Measurements Programme Deceased/Stillborn	Gloucestershire NHS Care Services (GCS)
School Census Data	Gloucestershire County Council (GCC)
Movers In	Out of Area CHIS

4. Frequency

How often will the sharing take place?

SCW will extract data weekly from GHFT

GHFT provide weekly HepB Data via secure email

GHFT will be able to view SCW data daily

If ad hoc or other, please detail the circumstances when sharing will be appropriate:

5. Lawful basis

- Information is being processed to fulfil a legal obligation
- Information is being processed to carry out a public task
- Information is being processed to carry out a contract
- Information is being processed with the consent of the individual

Information is being processed to protect an individual's vital interests

Information is being processed for legitimate interests

[Specific Article 6 GDPR Condition\(s\)](#) satisfied: **6 1 (e)**

[Specific Article 9 GDPR Condition\(s\)](#) satisfied: **9 2 (h)**

1. Details of the relevant legislation: National Health Act 2006

- NHS England has responsibility within the NHS by **section 7A of the National Health Act 2006** and agreements made under it for the commissioning of Child Health Information System (CHIS) services and systems.
- Gloucester Hospital Foundation Trust has responsibility within the NHS by **section 30 National Health Act 2006** for the provision of services for the purposes of the health service.

2. Legal powers to receive, share and analyse data:

a. s251B Health and Social Care Act 2012

- Duty to share for the provision of direct care

b. Data Protection Act (Relevant Schedules)

[Specific Schedule 1 Data Protection Act 2018 Condition\(s\)](#) satisfied: **Paragraph 2 Health and Social Care Purposes**

- The processing is necessary for health and social care purposes.

6. How the Principles will be met

Each Party will need to detail how the requirements below will be achieved. Links should be provided to relevant procedures. (Links to the organisations intranets will only be accessible to those with access).

Requirement	Party 1 – SCW CHIS	Party 2 – GHFT
Principle 1 – Lawful, Fair and Transparent Processing Each party will ensure that individuals are informed about the use of their personal data and this sharing.	<ul style="list-style-type: none">• Information is available online. Link to privacy notices on website: https://www.scwcsu.nhs.uk/services/child-health-information-services/patient-and-health-care-professionals-page/#heading-resources• Posters are displayed in public areas, within GP surgeries.• Information is provided within the Personal Child Health Record -Red Book	<ul style="list-style-type: none">• Information is available online and patient leaflets refer to this https://www.gloshospitals.nhs.uk/privacy-notice/• A copy of this agreement will be made available to the public via the Trust's website or through its FOIA publication scheme.
Principle 2 – Specific, Explicit and Legitimate Purpose	<i>The point of contact for this agreement will ensure that the information is only used for the purposes that individuals are informed about, or as required by law.</i>	The point of contact for this agreement will ensure that the information is only used for the purposes that individuals are informed about, or as required by law.

	<p><i>They will ensure that the organisation has paid a Data Protection Fee and given contact details of the Data Protection Officer (if required) to the Information Commissioner.</i></p> <p>SCW Data Protection Registration Number Z2950066 covers this use of personal data.</p> <p>Information sharing decisions will be documented for audit, monitoring and investigation purposes.</p>	<p>They will ensure that the organisation has paid a Data Protection Fee and given contact details of the Data Protection Officer to the Information Commissioner.</p> <p>GHFT Registration Number Z865636X</p> <p>Information sharing decisions will be documented for audit, monitoring and investigation purposes.</p>
Principle 3 – Adequacy	<p>The point of contact for this agreement will review the data being shared every 12 Months to ensure that sufficient, but not too much, information is being shared.</p>	<p>The point of contact for this agreement will review the data being shared every 12 Months to ensure that sufficient, but not too much, information is being shared.</p>
Principle 4 – Accuracy	<p>Please describe how you ensure data is accurate e.g. Data Quality Strategy, regular data cleansing exercises, controls are in place for data entry, etc.</p> <p>Inaccuracies will be highlighted by the SCW CHIS IT System or staff. Controls are in place to ensure data flows include checks for data quality and inconsistencies are addressed.</p> <p>If the party notices any errors in the data they will notify the relevant point of contact within 1 day of becoming aware.</p>	<p>Accuracy of health records will be maintained in accordance with GHFT Records Management and Data Quality Policies</p> <p>If the party notices any errors in the data they will notify the relevant point of contact within 1 day day of becoming aware.</p>
Principle 5 – Retention	<p>The point of contact for this agreement will ensure that suitable entries are within their organisation’s retention schedule and these are adhered to.</p> <p><u>Link to retention schedule: NHS Code of Practise on Records Management</u></p> <p><u>https://www.gov.uk/government/publications/records-management-nhs-code-of-practice</u></p>	<p>The point of contact for this agreement will ensure that suitable entries are within their organisation’s retention schedule and these are adhered to.</p> <p><u>Link to retention schedule:</u> <u>http://glnt313/sites/gnhhsft_policy_library/RelatedDocs/B0259%20RD8.pdf</u> (internal but available on request)</p>
Principle 6 – Security	<p>The data will be shared by:</p> <ul style="list-style-type: none"> • Secure access to system – system name is NIPE SMART & SMaRT4Hearing • As part of joint working arrangements, GHFT to provide SCW Read and Extract rights to the systems above • SCW CHIS provide accounts with password protected access control to Read/View of the SCW CHIS IT System CarePlus • Secure file transfer • Secure email e.g. GCSx, Egress 	<p>The data will be shared by:</p> <ul style="list-style-type: none"> • <i>Secure access to system – system name is NIPE SMART & SMaRT4Hearing</i> • <i>As part of joint working arrangements, GHFT to provide SCW Read and Extract rights to the systems above</i> • <i>SCW CHIS provide accounts with password protected access control to Read/View of the SCW CHIS IT System CarePlus</i> • <i>Secure file transfer</i> • <i>Secure email e.g. GCSx, Egress</i> <p><i>The party meets the following</i></p>

	<p>The party meets the following information governance assurance standards :</p> <ul style="list-style-type: none"> • HSCN • Cybersecurity Essentials <p>The point of contact for this agreement will ensure that all CHIS staff have completed appropriate information governance training at least annually.</p> <p>The point of contact for this agreement will ensure that suitable information security incident procedures are in place.</p> <p>Each Party shall accept responsibility for its own acts and omissions.</p> <p>Any data breach will be managed by the organisation responsible.</p>	<p><i>information governance assurance standards :</i></p> <ul style="list-style-type: none"> • <i>HSCN</i> • <i>NHS IG Toolkit</i> <p><i>The point of contact for this agreement will ensure that all GHFT staff have completed appropriate information governance training at least annually.</i></p> <p><i>The point of contact for this agreement will ensure that suitable information security incident procedures are in place.</i></p> <p><i>Each Party shall accept responsibility for its own acts and omissions.</i></p> <p><i>Any data breach will be managed by the organisation responsible.</i></p>
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7. International Transfers

Personal data may only be transferred outside of the EU in compliance with the conditions for transfer set out in Chapter V of the GDPR.

Transfers outside of the EU may be made where:

- the Commission has decided that a third country, a territory or one or more specific sectors in the third country, or an international organisation ensures an adequate level of protection.
- the organisation receiving the personal data has provided adequate safeguards. Individuals' rights must be enforceable and effective legal remedies for individuals must be available following the transfer.

Data shall not be transferred to countries other than those in the European Union and those countries in Europe identified in the European Commission's list of countries or territories providing adequate protection for the rights and freedoms of individuals in connection with the processing of personal data.

8. Rights

The right to be informed

The point of contact for this agreement will ensure that a privacy policy is in place so that individuals are informed about the use of their personal data.

The right of access

The point of contact for this agreement will ensure that procedures are in place to manage Subject Access Requests.

If information supplied by another party is captured by a request for information, reasonable endeavours should be made to consult with that party regarding the release.

The right to rectification

Concerns from individuals about the accuracy of their personal information need to be referred to the originating organisation. They will in turn investigate and inform any recipients of the information, if it is concluded to be incorrect, so it can be corrected.

The right to erasure

Requests from individuals regarding the erasure of their personal information need to be referred to the originating organisation. They will in turn consider the request and inform any recipients of the information so that it can be erased.

The right to restrict processing

Requests from individuals regarding the restriction of processing of their personal information need to be referred to the originating organisation. They will in turn consider the request and inform any recipients of the information so that its processing can be restricted.

The right to data portability

The point of contact for this agreement will ensure that procedures are in place to manage requests for portability of data.

The right to object

If an objection to processing is received, the point of contact for this agreement will assess whether it is appropriate to inform the other parties to this agreement.

Rights in relation to automated decision making and profiling

The point of contact for this agreement will ensure that the reasons for any automated decision-making are made clear to individuals and they are informed of their right of appeal.

9. Review

This sharing agreement will be reviewed every 3 years or earlier if a significant change occurs.

10. Supplementary documents

This agreement is to be supplemented by appropriate supporting documents, which may include:

- Information Transfer Procedure, including detailed security arrangements
- Information Risk Assessment
- Data Protection Privacy Impact Assessment
- Retention Schedule
- Information Flow Map

11. Document information

Document owner:	Named point of contact for Party 1, detailed in section 10.
Next review date:	November 2019
Version:	V1.0
Summary of changes:	New Document Format

12. Point of contact for each party

	Name	Role	Contact Details
Party 1 - <i>This will be the person who completed the agreement. (This person will be the document owner. They will be responsible for adherence to, review, monitoring and advice in relation to the agreement.)</i>	Judy McCarthy	SCW Region Information Governance Lead	judithmccarthy@nhs.net
Party 2 -	Thelma Turner	IG and Health Records Manager Gloucestershire Hospitals NHS Foundation Trust	Thelma.turner@nhs.net

13. Signatories

	Name	Role (Please delete as appropriate)	Signature	Date
Party 1 -	Judith McCarthy - Regional IG Lead Signed on behalf Liam Williams - SCW Caldicot Guardian	Caldicott Guardian / Director of	[signed]	26/11/18
Party 2 -	Sean Elyan	Caldicott Guardian / Director of Medicine	[signed]	26/11/18