**INFORMATION SHARING AGREEMENT**

**[TITLE]**

Social Prescribing Project

[Insert Date]

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# Introduction

[Insert name of GP Practice] in partnership with [Insert name of partner leading on the Social Prescribing Project e.g. HSCP, Local Authority] are undertaking a Social Prescribing (SP) project.

Social prescribing is a health pathway that enables GPs and other primary care professionals to refer patients with psychosocial challenges to non-clinical support and activities within their local community.

The service will enable General Practitioners and other healthcare professionals based in the primary care setting to refer patients to the GP Link Worker (GP LW).

The GP Link Worker will contact the individual to carry out the initial assessment. The next steps will be dependent on this assessment which will either be referral to a relevant third sector organisation(s) to offer advice and support for their non-clinical issues, sign-posting to relevant third sector organisation(s) or no action.

# Parties, Scope and Purpose

## Name and details of the parties who agree to share information

|  |  |  |  |
| --- | --- | --- | --- |
| Legal name of parties subject to the ISA and Head Office address | Short name of the party | Role in this agreement :  Data Controller or Data Processor (\*) | ICO Registration |
| Grampian Health Board | NHS Grampian | Data Controller | Z8547986 |
| <Name of 3rd sector org> | <Insert Name>\*\* | Data Controller | <Insert No.> |

(\*) for Data Processor, please identify on behalf of what data controller(s)

(\*\*) Third Sector Organisation (TSO)

## Business and legislative drivers for sharing data.

Social Prescribing has a key role in finding an alternative to the standard prescribed medicine. It enables GPs, nurses and other health care professionals to refer people to a range of local, non-clinical services to support their health and wellbeing.

People’s health and wellbeing is determined by a range of social, economic and environmental factors. Social Prescribing places the person at the centre and supports individuals to take greater control of their own health by offering a wide range of social, emotional and practical needs typically available within their local community.

The patient will benefit with an extended holistic approach to their wellbeing and GP practice professionals will be able to offer a wider range of options for their care to the patient, either through referral and/or appropriate signposting, freeing up appointment time for the GP cohort.

### Purpose(s) of the information sharing

The purpose of the information sharing is for Social Prescribing, a health pathway that enables GPs and other primary care professionals to refer patients with psychosocial challenges to non-clinical support and activities within their local community.

This data sharing agreement facilities controller to controller sharing between GP Practices and NHS Grampian, and from NHS Grampian to one or multiple third sector organisations.

NHS Grampian, [Insert name of GP Practice] are joint data controllers, although NHS Grampian is the party who are actually sharing the data with any one or more of the third sector parties as listed under s1.1.

This agreement includes the sharing of data between relevant parties as described above for the purposes of effective delivery of the service.

|  |  |
| --- | --- |
| Indicate how the data controllers will decide upon changes in the purpose(s) of the information sharing | Jointly or independently |
| Jointly |

Process by which changes would be agreed: Either party would contact the designated Service contact where they receive the information from. The designated person would convene a meeting with all relevant parties subject to the agreement, to discuss and reach an agreement on proposed changes.

### Legal basis for the processing and constraints

Without detriment of any other legal basis that may be applicable (e.g. criminal investigation, etc.) the following are the core legal basis for each of the parties to process the data in this agreement:

|  |  |
| --- | --- |
| Legal basis | Party |
| 6 (1) (e) - processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.  9 (2) (h) - Processing is necessary for the purposes of preventative or occupational medicine, for assessing the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or management of health or social care systems and services on the basis of Union or Member State law or a contract with a health professional | NHS Grampian  And  [Insert name of GP Practice] |
| TBC | Third Sector Organisations |

# Description of the information to be shared

|  |  |  |
| --- | --- | --- |
| Data category | Data Controller(s) | PD\* |
| Patient - Name, Address, Date of birth, CHI Number, Patient Contact Details  GP - GP name and GMC Number, GP Practice contact details.  Practice - Prescription Code, Practice Code. | [Insert name of GP Practice] to NHS Grampian (via Sci-Gateway Referral system) | PD |
| Appropriate/Relevant medical Information only as appropriate to support referral. | [Insert name of GP Practice] to NHS Grampian (Sci-Gateway Referral system) | SCD |
| Patient - Name, Date of Birth, Contact Number, Email Address, Address, Emergency Contact Name, Emergency Contact Number, Registered GP practice, Date of Referral, Date of Assessment, Assessment carried out by, Method of Assessment, Appointment Availability. | NHS Grampian to Third Sector Organisation (via [Secure] email) | PD |
| As relevant only to agency, data is discussed and agreed with the patient -  Additional support needs or conditions, Presenting Problems/Relevant Background Information/Impact on daily life (mental health/physical illness/family history), Duration Experienced, Lifestyle – Mid-long term MH support & groups, Looking After Self – Mid-long term MH support & groups, Managing Symptoms – Mid-long term MH support & groups, Work & Other Activities – Mid-long term MH support & groups, Feeling Positive – Mid-long term MH support & groups, Risk. | NHS Grampian to Third Sector Organisation (via [Secure] email) | PD & SCD |

*(\*) PD – refers to Personal Data in the sense given within the EU General Data Protection Regulation (GDPR) and the Data Protection (UK, 2018) Act.*

*SCD – refers to Special Category Data in the sense given within the EU General Data Protection Regulation (GDPR) and the Data Protection (UK, 2018) Act.*

The parties agree this is the minimum amount of data needed to properly fulfil the purposes of this agreement.

Appendix 2 (Data items and adequacy), contains the list of all relevant data items/fields which it has been agreed can be shared under this ISA, indicating the source and the recipients, and any relevant supporting statement for information that may raise questions on data minimisation.

# Description and manner of information sharing

## Data flows

See below data flow diagrams -

[Insert Data Flow Diagram]

## How data/information is to be accessed, processed and used

|  |  |
| --- | --- |
| Processing (descriptor) | Associated work instructions, policy or procedure (listed in Appendix 1) If applicable |
| NHS Grampian – GP Link Worker SOP for Social Prescribing Project | GP Link Worker Programme SOP for Social Prescribing Project – [Insert name of organisation service/dept of GP Link Worker Programme] |
| NHS Grampian – Social Prescribing data capture and risk assessment form for onward referral | GP Link Worker Social Prescribing Assessment Form |
| NHS Grampian – Social Prescribing Referral form to 3rd Sector Organisation – Complete a new row for each organisation | SP Referral Form for named Third Sector Organisation [Insert Name of Organisation signed up to the SP Project] |
|  |  |
|  |  |

## Summary of how decisions are going to be made with regards to the manner of the processing.

Data controllers are going to make decisions independently about the way the data is processed, the security controls (technical and organisational).

Primary Care based health professional will identify individual and decide to refer to GP Linkworker.

GP Linkworker will capture and relevant data for referral to third sector organisation who will then be data controller for that personal data.

Third sector organisation will be data controller for any further personal data gathered as part of the Service they provide to the individual.

# Impact assessments and preparatory work

A joint Data Protection Impact Assessment (DPIA) for NHS Grampian and [Insert name of GP Practice] has been carried out for the entire referral process.

Mandatory statement:

The parties acknowledge that any actions and countermeasures agreed as part of the Data Protection Impact Assessment reviews must be implemented by the responsible party. Deadlines and follow up to progress on those actions will be established as part of the DPIA review process.

# Privacy information (transparency requirement)

All parties are responsible for ensuring they have privacy notices relating to the SP project available to the public in line with their local procedures.

Overarching Privacy Notices for respective Organisations –

[NHS Grampian Privacy Notice](https://www.nhsgrampian.org/about-us/data-protection/)

[Insert Privacy Notices for GP Practice and relevant Third Sector Organisations signed-up to the Social Prescribing Project]

Privacy Notice for GP Link Worker Programme –

Privacy Notice specific to the SP Project –

[Insert Privacy Notice between NHSG and Named GP Practice]

# Accuracy of the information

All parties are responsible for maintaining the accuracy for the data shared via the referral process.

All parties are responsible for ensuring they have processes in place where data subjects can challenge the accuracy of information.

Information to be shared between NHS Grampian and third sector providers will be discussed and agreed with the individual prior to sharing. If there is no agreement of what data is to be shared then a referral will not be made, with the individual being signposted to the relevant agency(s).

# Data retention and secure disposal

All parties will retain personal data in accordance with their local data retention policies.

All parties will securely destroy personal data in accordance with their local policies.

# The rights of individuals

## Subject access request, FOI and data portability.

All parties will manage all subject access requests in line with their local established procedures.

Any request for recorded information made under the Freedom of Information (Scotland) Act 2002 in a permanent form (such as letter or email) must be responded to. This would include an obligation to respond to requests about information sharing practices and procedures such as the arrangements under this Protocol.

NHS Grampian and [Insert Name of GP Practice] will manage all FOI requests in line with their local established procedures. They will notify each other when they have received an FOI in relation to the SP project. It should be noted that the actual personal information exchanged between the Parties will, in almost every case, itself be exempt from disclosure under the freedom of information legislation.

Third sector organisations are not public authorities and not subject to FOI.

## Objection or restriction to processing, rectification and erasure.

Each organisation will manage all objections or restrictions to processing, request for data rectification and erasure (right to be forgotten – if applicable) requests in line with their local established procedures.

## *Rights related to automated decision making, including profiling.*

No automated decisions are involved in this agreement – in the context of this agreement, “Automated decisions” refer to decisions made using shared information **with no human** intervention.

No profiling (automated processing of personal data to evaluate certain things about an individual) is involved in this agreement.

## Direct Marketing

No direct marketing is involved in this agreement.

# Security, risk and impact of the processing

[ X ] All relevant Security Policies applicable to the parties and systems used in this proposal are available and listed in Appendix 1.

[ X ] A qualified Information Security Officer has reviewed the adequacy of the attached Security Policies and has advised on the technical and organisational security risk level.

[ X ] A suitable process to document and monitor the security risk described in the Information Security and Governance Policies listed in Appendix 1.

A Data Protection Impact assessment has been produced and is available as listed in Appendix 1.

A competent, independent and free of conflicts of interests Data Protection Officer has been designated to inform the Data Controllers on the adequacy of this agreement and the corresponding compliance and any residual risks documented in the Data Protection Impact Assessment.

The security measures put in place across the parties ensure that:

[X] Wherever special categories of data are processed, the data will be encrypted at rest and in transit.

[X] Wherever special categories of data are transmitted over network, Transport Layer Security (TLS) protocols will be applied. Exceptions will be documented in the DPIA and any residual risk will require approval by the SIRO of each organisation prior to processing such data.

[X] only authorised individuals can access, alter, disclose or destroy data in accordance with each party’s local policies/procedures.

[X] authorised individuals act only within the scope of their authority in accordance with each party’s local policies/procedures.

See Data Journey document and NHS Grampian’s MHIWS SOP. All parties are responsible for ensuring their staff are acting in the scope of their authority.

[X] if personal data is accidentally lost, altered or destroyed, it can be recovered to prevent any damage or distress to the individuals concerned. This is achieved in accordance with each party’s local back-up procedures.

|  |  |  |
| --- | --- | --- |
| The security controls applicable by each organisation will be: |  | Jointly agreed between the parties |
| X | Independently decided by each party |

## *Agreed standards, codes of conduct and certifications*

* All parties will maintain industry best-practice and -standards, and all policies and procedures will be kept up-to-date to meet this requirement.

# International transfers of personal data

Personal data shared in line with this agreement will be transferred to:

|  |  |
| --- | --- |
|  | EEA countries only |
|  | Outwith EEA |
| X | Will not be transferred outside the UK |

# Implementation of the information sharing agreement

## Dates when information sharing commences/ends

For purposes of this Agreement will commence when this Agreement becomes fully executed by all parties hereto.

The Agreement shall remain in force until it is terminated by any of the parties to this Agreement.

## Training and communications

All parties will be responsible for ensuring their respective staff are appropriately trained and have access to supporting procedural documents and referral templates as required.

All parties are responsible for ensuring they have privacy notices relating to the SP project available to the public in accordance with their local procedures.

## Information sharing instructions and security controls

All relevant information sharing instructions, including but not exclusively any work instructions, policies or procedures, are listed in Appendix 1 and accepted by all parties.

The applicable security classification for the data in this agreement are as follows:

* OFFICIAL: SENSITIVE

## Non-routine information sharing and exceptional circumstances

In is not anticipated that the parties will share any information which is out-with the agreed scope of the ISA. If a situation arises where data requires to be shared outwith the scope of this ISA, the parties will escalate to a designated manager for approval.

The parties will have freedom to decide in circumstances where there is no material time for wider consultation, in order to protect the physical and mental health of a person.

## Monitoring, review and continuous improvement

Any material change to the processing of data in scope of this ISA will prompt a review of this ISA.

This ISA will be reviewed annually. This review will be initiated by [Insert name of GP Practice].Sign-off

"We the undersigned agree to the details recorded in this Information Sharing Agreement; are satisfied that our representatives have carried out the preparatory work set out in the Information Sharing Tool-kit for Scotland and are committed to the ongoing monitoring and review of the scope, purpose and manner of the information sharing."

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the Party | | Grampian Health Board | | |
| Authorised signatory | Title and name | |  | |
| Role | |  | |
| Signature and date | |  | | |
| Data Protection Officer | | Alan Bell | | |
| Senior Information Risk Owner | | | | Hugh Bishop |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the Party | | [Insert name of GP Practice] | | |
| Authorised signatory | Title and name | |  | |
| Role | |  | |
| Signature and date | |  | | |
| Data Protection Officer | |  | | |
| Senior Information Risk Owner | | | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the Party | | [Insert name of Third Sector Organisation] | | |
| Authorised signatory | Title and name | |  | |
| Role | |  | |
| Signature and date | |  | | |
| Data Protection Officer | |  | | |
| Senior Information Risk Owner | | | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the Party | | [Insert name of Third Sector Organisation] | | |
| Authorised signatory | Title and name | |  | |
| Role | |  | |
| Signature and date | |  | | |
| Data Protection Officer | |  | | |
| Senior Information Risk Owner | | | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the Party | | [Insert name of Third Sector Organisation] | | |
| Authorised signatory | Title and name | |  | |
| Role | |  | |
| Signature and date | |  | | |
| Data Protection Officer | |  | | |
| Senior Information Risk Owner | | | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the Party | | | | [Insert name of Third Sector Organisation] |
| Authorised signatory | Title and name | |  | |
| Role | |  | |
| Signature and date | |  | | |
| Data Protection Officer | |  | | |
| Senior Information Risk Owner | | | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of the Party | | [Insert name of Third Sector Organisation] | | |
| Authorised signatory | Title and name | |  | |
| Role | |  | |
| Signature and date | |  | | |
| Data Protection Officer | |  | | |
| Senior Information Risk Owner | | | |  |

# Appendix 1: List of Work instructions, policies and procedures

| Work instructions title | Organisation | Where to find this document (e.g. hyperlink) |
| --- | --- | --- |
| [Insert name of GP Link Worker Programme] SOP for Social Prescribing Project | NHS Grampian |  |
| SP Referral - [Insert name of Third Sector Organisation] | NHS Grampian |  |
| SP Referral - [Insert name of Third Sector Organisation] | NHS Grampian |  |
| SP Referral - [Insert name of Third Sector Organisation] | NHS Grampian |  |
| [Insert GP Link Worker Programme] Social Prescribing Assessment Form | NHS Grampian |  |
| Data Journey | [Insert name of GP Practice] & NHS Grampian |  |
| Data Protection Impact assessment – [Insert name of Assessment provided by IG Team] | [Insert name of GP Practice] & NHS Grampian | Available on request from NHS Grampian |
| [Insert name of GP Practice] SP SOP | [Insert name of GP Practice] | Available on request |
| Information Security and Governance Policies | [Insert name of GP Practice]NHS Grampian TSOs | Available on request |
| [Insert current DPIA for GP Link Worker Programme] | NHS Grampian and Grampian GP Practices |  |
| NHSG Information Security Policy | NHS Grampian | Held on NHSG’s Intranet |
| [Insert name of GP Practice] Information Security Policy | [Insert name of GP Practice] | ? |
| ADD Third Sector Security Policy |  |  |

The above table should list all:

* Instructions for reaching agreement on any changes to the purpose of the sharing.
* All applicable and relevant Information Security and Governance Policies
* All Data Protection Impact assessments

# Appendix 2: Data items and adequacy

| Data Item | Source | Recipients | Data minimisation justification | For data linkage only |
| --- | --- | --- | --- | --- |
| Name | [Insert name of GP Practice] & NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Date of Birth | [Insert name of GP Practice] & NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Contact Number | [Insert name of GP Practice] & NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Email Address | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Address | [Insert name of GP Practice] & NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Emergency Contact Name | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Emergency Contact Number | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Registered GP practice | [Insert name of GP Practice] & NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Date of Referral | [Insert name of GP Practice] & NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Date of Assessment | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Assessment carried out by | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Method of Assessment | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Appointment Availability | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Additional support needs or conditions | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Presenting Problems/Relevant Background Information/Impact on daily life (mental health/physical illness/family history) | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Duration Experienced | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Lifestyle – Mid-long term MH support & groups | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Looking After Self – Mid-long term MH support & groups | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Managing Symptoms – Mid-long term MH support & groups | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Work & Other Activities – Mid-long term MH support & groups | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Feeling Positive – Mid-long term MH support & groups | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |
| Risk | NHS Grampian | Third Sector Organisation(s) | Required for SP Referral | Not applicable |

The above table should contain:

The list of all relevant data items/fields which it has been agreed can be shared under this ISA, indicating the source and the recipients, and any relevant supporting statement for information that may raise questions on data minimisation.

***Remember to remove all text in green from your final version as these guidance notes are only added to assist you in completing the template.***

***Finally remember to check the template’s formatting and spelling and update its contents page by right clicking on it and selecting ‘update field’ then ‘update the entire table’.***