

NHS Lothian
DATA SHARING AGREEMENT
WITH

Caring in Craigmillar
Carr Gomm
Community Renewal
Cyrenians
Edinburgh and Lothians Greenspace Trust
Health all Round
Penumbra
Pilton Community Health Project
Space Broomhouse
The Health Agency

November 2022

This Data Sharing Agreement is made on 10 November 2022	
1	Between: NHS Lothian, including participating GP Practices And Caring in Craigmillar, Carr Gomm, Community Renewal, Cyrenians, Edinburgh and Lothians Greenspace Trust, Health all Round, Penumbra, Pilton Community Health Project, Space Broomhouse, The Health Agency, with Edinburgh Voluntary Organisations' Council
2	Purpose, objectives of the information sharing: The Community Link Worker (CLW) Network exemplifies the importance of social prescribing in the delivery of primary care services. In 2017 the Scottish Government awarded funding through Edinburgh Health and Social Care Partnership for 14 CLWs across Edinburgh to specified GP practices delivering services in areas of deprivation. Edinburgh Voluntary Organisations' Council (EVOC) was contracted to work in partnership with Edinburgh HSCP to manage this service and to commission local Third Sector Organisations (TSOs). The third sector is a key partner in this programme. CLWs are employed by local TSOs and work from the GP surgeries and health centres which are also partners in the programme. The Programme has grown and developed over 4 years, with an increased number of CLWs and new and changing TSO partners. The aims of the Community Link Worker Programme are to support people to live well through strengthening connections between community resources and deprived areas in Scotland, and where appropriate to reduce health inequalities as part of the EIJB's approach to prevention and early intervention. This agreement sets out how patient/client personal data will be shared between NHS Lothian and the third sector organisations who are members of the Community Link Worker Network and who have become signatories to this data sharing agreement. The purpose of this agreement is to: 1. Deliver and support integrated health services by supporting the process of Third Sector Organisations' support for people who are patients of NHS Lothian. 2. To offer, through the CLWs, non-clinical support to people allowing them to overcome barriers, take control of their health and well-being and access relevant resources or services in their community. 3. Monitor, plan and improved future integrated health services in order that individuals can receive the best possible continuous and integrated on-going care and treatment from the partner organisations, in relation to the Third Sector Organisations support

	4. Provide a range of support services to improve health and wellbeing and to tackle health inequalities 5. Disclosure of data may also be required under certain circumstances to meet legitimate statutory requirements 6. To ensure secure communication of data in line with the Data Protection Act 2018 and UK General Data Protection Regulations, the Caldicott Principles and Scots law.	
3	Controller/s NHS Lothian and Caring in Craigmillar, Carr Gomm, Community Renewal, Cyrenians, Edinburgh and Lothians Greenspace Trust, Health all Round, Penumbra, Pilton Community Health Project, Space Broomhouse, The Health Agency	
4	Processor/s The Edinburgh Voluntary Organisations Council (EVOC) works in partnership with the Edinburgh Health and Social Care Partnership (EHSCP) to contract with the third sector organisations through SLAs. EVOC provides a guardian function for the single Customer Relations Management Database (CRMD) used by all TSOs in this Agreement, an oversight role which makes EVOC a data processor for the CRMD.	
5	Data items to be processed (add more lines if required)	
	Detail Item	Justification (DPIA undertaken June - August 2021)
	<i>Date of birth/age</i> <i>Gender</i> <i>Ethnicity</i> <i>Postcode</i> <i>Non-English speaking – English not being first language.</i> <i>Consent to sharing information</i> <i>Practice code (auto filled ties CLWs to GP practice)</i> <i>Patient unique programme identifier</i>	Minimum Core Dataset 2018 and tested through the DPIA

	<i>Date of referral to Third Sector Organisation</i> <i>Referral route/source</i> <i>Referral Reasons identified by referrer</i> <i>Current status of referral</i>	Minimum Core Dataset 2018 and tested through the DPIA
	<i>Engagement dates by Third Sector Organisation</i> <i>Initial engagement/programme participation</i> <i>Presenting issues</i> <i>Reason not seen by Third Sector Organisation (e.g. declined support from GP, declined support on Third Sector Organisation contact, DNA)</i> <i>Repeat contacts/follow-up appointments with Third Sector Organisation</i> <i>Onward referral to other resources (referral destination)</i> <i>Outcome</i>	Minimum Core Dataset 2018 and tested through the DPIA
	<i>Advised waiting list</i> <i>Availability of services/gaps in local service provision</i>	Minimum Core Dataset 2018 and tested through the DPIA
6	Article 6 Condition – Personal Data Consent is the lawful basis for processing personal data under this Agreement. <i>GDPR 25 May 2018, Article 6 (1)(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes</i> Capacity The referring GP, or an appropriate member of the Primary Healthcare Team, will decide whether a patient has capacity to consent to work with the Community Link Worker service. This will include determining whether a current CLW client's diminishing capacity has reached a point where they can no longer give consent.	

	Legal Basis (One of these must apply whenever you process personal data)	Tick which one you are using
	(a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.	√
	(b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.	
	(c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).	
	(d) Vital interests: the processing is necessary to protect someone's life.	
	(e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.	
	(f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)	
7	Article 9 condition – Special Categories of Personal Data <i>Under GDPR 25 May 2018, Article 9(2)(a)(c)(h)(i) and (j) conditions will be met for the processing of special category data</i>	
	Conditions for processing special category data	Tick which one you are using
	(a) Explicit consent: (the data subject has given explicit consent)	√
	(b) Vital interests: (to protect the vital interests of the data subject, who cannot give consent (life or death situations))	

	(c) Legal claims or judicial acts: (the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity)	
	(d) Reasons of substantial public interest (with a basis in law): (which shall be proportionate to the purpose and, respect the essence of the right to data protection)	
	(e) Health or social care (with a basis in law): (preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services)	
	(f) Public health (with a basis in law): (protecting against serious internal or cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices)	
	(g) Archiving, research and statistics (with a basis in law): (archiving purposes in the public interest, scientific or historical research purposes or statistical purposes)	
	Other:	
	Please state (and indicate) below if you are processing data based on Schedule 1, Part 1, Data Protection Act 2018: No	
8	Individual rights and preferences Details of the privacy rights for individuals are set out in the privacy policy for the CLW Network and supported by the consent form. Both of these will be provided to clients on referral and are available on TSO websites	

Individual right	Indicate how the right will be managed or why it is not applicable
The right to be informed	Details are contained in the privacy policy for the CLW Network which is provided to every patient who engages with the service.
The right of access	The right of access is known as a 'subject access request' and will be managed by the organisation receiving the request. However, no information that is held by that organisation but originated from another organisation, and was shared under this data sharing agreement, will be released without first consulting that originating organisation (the data controller).
The right to rectification	Patients will be informed of their right to correct any information held that is incomplete or inaccurate. This will be led by the organisation receiving the request and shared with other parties, as is relevant and proportionate.
The right to erasure	This privacy right will be led by the organisation who receives the request. It will apply where individuals have provided their consent for their data to be gathered and shared. However, there are times when the request cannot be complied with for legal reasons. Where this applies this will be explained by the lead organisation, in line with their internal data protection policies. Where possible, it will be the community link worker who has this discussion with their client, advised by their TSO manager. The CLW Network and Social Prescribing Manager will be informed of any action taken.
The right to restrict processing	This privacy right will be led by the organisation receiving the request, in line with their internal data protection policies and processes. Where necessary, the CLW Network and Social Prescribing Manager will be informed of any action necessary.
The right to portability	Where information has been processed with the consent of the individual and is held electronically, they have the right to ask for it to be transferred to other organisations. This will be led by the organisation receiving the request and will include the involvement of EVOC, in their role as guardian of the Customer Relationship Database.

	The right to object	As this right does not apply where processing is undertaken with the consent of the individual, this right is not applicable in this data sharing agreement.
	Rights in relation to automated decision-making profiling	No automated decision making will take place in relation to this agreement or the data shared or gathered under it.
	Complaints relating to data sharing The investigation of complaints relating to the sharing of data under this agreement will be led by the organisation who received the complaint. They will ensure that all relevant parties are involved or informed of the investigation, including the data controllers of the information related to the complaint. The CLW Network and Social Prescribing Manager will be informed immediately, on behalf of EVOC and EHSCP, and where necessary involved in the investigation. At the same time, and in order to manage reputational risk, the CLW Network and Social Prescribing Manager will inform the Primary Care support team and EVOC. If the complainant remains unhappy with the handling of their complaint they will have the right to escalate this to the Strategic Lead for Primary Care and Public Health. Relevant findings resulting from complaints and their escalation will be referred for action to the Core Management Group of the Community Link Worker Network. In line with the management of data breaches, the recipient organisations of shared data will not release that information to any third party, even where that data is the subject of a complaint, without obtaining the express written authority of the partner who provided the information.	
9	Compliance with duty of confidentiality / right to privacy All members of staff working for organisations who are signatories to this agreement are bound by the legal duty to keep person-identifiable or confidential information private and to ensure it is not divulged at any point, whether deliberately or accidentally. No information will be disclosed by individuals or organisations without the consent of the person to whom it relates, unless there is a clear legal authority or justification for doing so. Examples of when and why information is shared are included in the privacy policy to be discussed with patients/clients when they are referred to the community link worker service. Is there any interference with Human Rights Article 8? Yes If yes, document why it is necessary to interfere with Human Rights and proportionate to do so: On rare occasions the necessary sharing of information, for example where there is a risk of significant harm to an individual or a legal obligation, might be interpreted by some individuals as interfering with their right to respect for family and private life.	

	In these situations, information will be shared in a manner and to an extent that is lawful, necessary, proportionate, timely, safe and effective. The privacy policy, which is issued to patients/clients when they give consent, makes explicit reference to those times when personal data may be shared without that consent.
10	Transparency A consent form and privacy statement for this project set out clearly what each individual is agreeing to, how their information is shared and for what purpose, and how it will be kept secure. The privacy policy also sets out each patient's privacy rights and how they can raise any concerns. Information on the Community Link Worker service, including how to be referred, will be available on the GP Practice websites and also on the websites of the third sector organisations. Copies of this data sharing agreement will also be available through NHS websites and other parties to this agreement
11	How will the data sharing be carried out? <i>The mechanism by which the data will be shared</i> Information will be accessed through, shared and stored on a secure customer relationship database with controlled and auditable access through encrypted laptops or practice-based systems. No use of external memory or storage devices is permitted by any of the partners to this agreement. Email transfers of information will be through secure or encrypted NHS email addresses. Where it is necessary to use paper to transfer information, including signed consent forms, these will be immediately scanned to the secure system and the original will be securely destroyed. <i>Sharing outputs and analysis</i> Reports analysing activity and outputs against an agreed range of KPIs are provided monthly to a number of fora, including the management structure of Community Link Worker Network and the TSO managers. All reports are statistical and fully anonymised in relation to patients. The CLW Network also provides an annual report, drawing data from the Customer Relationship Management Database, and presented anonymously. Further summarised and anonymised information is provided to the Scottish Government on request based on their minimum core data set. Evaluations or case study research to develop the service is undertaken with the specific consent and involvement of the patients in question and presented in a way that does not allow the identification of individuals. All reported data is provided on a need-to-know basis and with no ability to extrapolate the figures back to individual clients. <i>Frequency and security systems</i> Data is shared on a frequent basis using secure systems listed above.

	All parties to this Agreement must have appropriate technical and organisational measures in place to ensure that any personal data shared between partners is handled and processed in accordance with the requirements of the Data Protection Act 2018, UK GDPR and the Privacy and Electronic Communication Regulations (PECR) 2003. Partners will also undertake regular security audits, in line with good practice and the terms of the SLA with EVOC for EHSCP. No data will be transferred outwith the UK <i>Transfer of information at the end of the contract, or contract variation</i> Arrangements are in place for the secure transfer of appropriate case records to newly contracted TSOs and to ensure the security, retention and deletion of historic records which remain the responsibility of TSOs who exit the Programme, in line with legal requirements and this data sharing agreement. Full details are included in the service level agreement between EVOC and each TSO. Freedom of Information (Scotland) Act (FOI(S)A) – Information Requests Third Sector Organisations are not public authorities and not subject to FOI(S)A. This agreement and the information within it however, does come under the Freedom of Information (Scotland) Act 2002 and will be made available. Third Sector Organisations receiving a FOI(S)A requests should inform the applicant that they are not subject to FOI(S)A and signpost the inquirer to NHS Lothian and/or the relevant practice. They should also immediately report this to the CLW Network and Social Prescribing Manager.
12	Accuracy of the data being shared Each organisation is responsible for ensuring records are kept up to date, with community link workers updating the client record whenever new data is provided. Each TSO will lead an audit process for the records gathered and retained by them under this agreement to ensure the quality and consistency of record keeping by the community link workers, in line with good practice and data protection law. Updated personal data on individuals will be shared promptly with other organisations working in partnership under this agreement, on the basis of what is relevant and proportionate to the case.
13	Rectification of data that has been shared As above, where inaccurate data has been identified and corrected this rectification will be shared, by the data controller or the data processor who has identified the inaccuracy, with other organisations who are parties to this agreement, as is relevant and proportionate to the case.
14	Retention and disposal requirements for the information to be shared Partners to this Agreement provide assurance that information shared will only be used for the specific purpose for which it was shared, in line with this Agreement, and not for any other purpose.

	In each case, the originating organisation remains the primary information owner (the data controller) and record keeper for the information that is shared. The retention period for information shared will be in line with the Data Protection Act 2018, the Scottish Government Records Management Code of Practice for Health and Social Care 2020 and all other relevant legislation. When information is no longer required it will be confidentially and securely destroyed. Electronic files will be data cleansed on an annual basis and audited and deleted if the information is no longer required. Parties to this Agreement will not be required to return information to source organisations (the data controller) once it is no longer needed for the purpose of supporting the individual it refers to but must ensure that it is securely destroyed– in line with UK GDPR and the Data Protection Act 2018.
15	Breach management Partners to this Agreement provide assurance of compliance with robust internal security and information governance processes, in line with UK GDPR and NHS Lothian's policies and procedures. Data breaches will be reported immediately to all relevant parties under this Agreement to allow the risks to be managed and reporting to the Information Commissioners Office, where appropriate, to be made within the required 72 hour timeframe. The CLW Network and Social Prescribing Manager must be informed immediately, on behalf of EVOC and EHSCP, and where necessary involved in the investigation. At the same time, and in order to manage reputational risk, the CLW Network and Social Prescribing Manager will inform the Primary Care Support Team. The investigation of the data breach will be led by the organisation who is responsible for the breach. They will lead the investigation into the facts and ensure that all relevant parties are involved or informed of the investigation, including the data controllers of the information related to the breach. All breaches, whether significant or not, involving personal data provided by partners under this Agreement should be notified to the partner that originally provided that information and to the CLW Network and Social Prescribing Manager. In managing data breaches, and in line with the agreements on the handling of complaints, the recipient organisations of shared data will not release that information to any third party without obtaining the express written authority of the partner who provided the information.
16	Specify any particular obligation on <u>any</u> party to this agreement No
17	Contacts – Information Governance and Caldicott Guardian

	Contacts for each party to this Agreement are listed as an appendix and included in the signature sheets below. This includes the relevant managers and information governance leads for each partner organisation.
18	Commencement of agreement This Agreement comes into force on 10 November 2022.
19	Review of agreement This Agreement will be reviewed every three years, or annually where necessary, a process that will be led by CLW Network and Social Prescribing Manager.
20	Variation The commissioning and contracting processes for new third sector organisations wishing to join the Network will be led by the CLW Network and Social Prescribing Manager and EVOC. All new TSOs will be subject to a service level agreement through EVOC on behalf of the EHSCP. They will also sign this data sharing agreement. These processes will be supported by contract monitoring for quality and compliance, key performance indicators and regular audits and service visits. Negotiations with GP Practices wishing to join the CLW Network will be led by the CLW Network and Social Prescribing Manager. They will become signatories to this Agreement and receive support and guidance from the Network as required.
21	Ending the agreement Parties to this agreement may leave it following the end of their contract or subsequent to detailed discussions with the CLW Network and Social Prescribing Manager. Strict procedures are in place to ensure the security and appropriate handover of personal records. Further details are set out in the service level agreement.
22	End date This data sharing agreement is ongoing, reviewed every 3 years as set out in 19 above. Individual parties may terminate their involvement in this Agreement in line with 21 above.
23	Signatories Each organisation which is a party to this Agreement will complete the attached signature sheet (attached).