

# INFORMATION SHARING PROTOCOL

## SUMMARY SHEET



<b>Title of Agreement</b>		<b>West Essex ICP Overarching Data Sharing Agreement</b>			
<b>Organisation Name</b>	<b>Head Office Address</b>	<b>Phone</b>	<b>Email</b>	<b>Named Data Protection Officer</b>	<b>ICO Notification reference</b>
West Essex CCG	Spencer Close, St Margaret's Hospital, Epping, CM16 6TN	01268 594 531	Jane.marley@nhs.net	Jane Marley	ZA015050
Princess Alexandra Hospital (PAH)	Hamstel Road, Harlow, Essex, CM20 1QX	01279 444 455	Tracy.Goodacre@pah.nhs.uk	Tracy Goodacre	Z8759485
Essex Partnership University Foundation Trust (EPUT)	The Lodge, Lodge Approach, Runwell, Wickford, Essex, SS11 7XX	0300 123 0808	Alice.williams16@nhs.net	Lara Brooks	ZA242481
Stellar Healthcare Ltd	Building 1, Spencer Close, St Margaret's Hospital, Epping, CM16 6TN	0300 303 7300	reniervz@nhs.net	R van Zyl	ZA324536

Uttlesford Health Ltd	5 Ferguson Close, Saffron Walden Community Hospital, Radwinter Road, Saffron Walden, CB11 3HY	01799 562 982	Liz.adams1@nhs.net	Liz Adams	ZA261512
Essex County Council	Essex County Council, County Hall, Market Road, Chelmsford, CM1 1QH	08457 430 430	DPO@essex.gov.uk	Paul Turner	Z6034810

<b>Version Control</b>	
<b>Date Agreement comes into force</b>	1 <sup>st</sup> April 2019
<b>Date of Agreement review</b>	1 <sup>st</sup> September 2019
<b>Agreement owner (Organisation)</b>	West Essex CCG
<b>Agreement drawn up by (Author(s))</b>	Jane Marley
<b>Status of document – DRAFT/FOR APPROVAL/APPROVED</b>	Draft
<b>Version</b>	0.1

# Whole Essex Information Sharing Framework

This Information Sharing Protocol is designed to ensure that information is shared in a way that is fair, transparent and in line with the rights and expectations of the people whose information you are sharing.

This protocol will help you to identify the issues you need to consider when deciding whether to share personal data. It should give you confidence to share personal data when it is appropriate to do so, but should also give you a clearer idea of when it is not acceptable to share data.

Specific benefits include:

- transparency for individuals whose data you wish to share as protocols are published here;
- minimised risk of breaking the law and consequent enforcement action by the Information Commissioner’s Office (ICO) or other regulators;
- greater public trust and a better relationship by ensuring that legally required safeguards are in place and complied with;
- better protection for individuals when their data is shared;
- increased data sharing when this is necessary and beneficial;
- reduced reputational risk caused by the inappropriate or insecure sharing of personal data;
- a better understanding of when, or whether, it is acceptable to share information without people’s knowledge or consent or in the face of objection; and reduced risk of questions, complaints and disputes about the way you share personal data.

Please ensure all sections of the template are fully completed with sufficient detail to provide assurance that the sharing is conducted lawfully, securely and ethically.

Item	Name/Link /Reference	Responsible Authority
Privacy Impact Assessment (PIA/DPIA)		
Supporting Standard Operating Procedure		
Associated contract		
Associated Policy Documents		
Other associated supporting documentation		

Published Information Sharing Protocols can be viewed on the [WEISF Portal](#).

1.	Purpose	REFERENCES
	<p>Information Sharing across the ICP is important to ensure that new models of care can be implemented in line with the needs of the population. With many partners involved in the process it would be time consuming to write, agree and appropriately sign off a new information sharing agreement every time information is needed by partners.</p> <p>Under the new General Data Protection Regulations and Data Protection Act 2018, the legal basis for the majority of sharing within health and social care is:</p> <ol style="list-style-type: none"> <li>1. Article 6(1)(e)- necessary for the performance of a task carried out in the public interest or in the exercise of official authority</li> <li>2. Article 9(2)(h) – medical diagnosis, the provision of health or social care or treatment or management of health or social care systems</li> </ol> <p>Where Patient Confidential Data is needed the Common Law Duty of Confidence should also be considered, however implied consent for sharing can still be used in this instance where direct care is involved.</p> <p>The majority of sharing within the ICP is likely to be anonymised or pseudonymised and therefore technically does not require a data sharing agreement to be in place. However to ensure that all partners are happy with the sharing that needs to take place, this overarching ISP has been drawn up to show the safeguards that are in place to allow sharing to happen safely and to document the sharing that is taking place as part of this work.</p> <p>In support of the Global Digital Exemplars the Local Government Association and NHS England have identified five core uses of data</p> <ol style="list-style-type: none"> <li><b>1. Individual Care – real time sharing of personally identifiable data</b> To support the delivery of care by having visibility of the care being delivered in other NHS and partner organisations, making use of clinical support systems, and to flag eligibility for preventative initiatives such as being reviewed by an MDT.</li> <li><b>2. Individual care – near real time sharing of personally identifiable data</b> To support care planning and co-ordination for individuals in optimising how they are directed through health and social services along with their pathway of care.</li> <li><b>3. Intelligence – near real time data availability of de-personalised data</b> To understand the needs of the population, monitor effectiveness of health and care delivery, and support the operation of the health and care system.</li> </ol>	<p>GDPR Go to article 5</p>

**4. Intelligence – longer term studies of de-personalised data**

To review health and care service provision, identifying relevant population cohorts to reduce health inequality and gaps in care, risk stratification and future population needs.

**5. Research – longer term studies**

Within the NHS to support observational / real world evidence and interventional biomedical, clinical and applied health and care studies.

This Data Sharing Agreement supports points 3 & 4 above.

**2. Information to be shared**

Agency Name	Data field/description
SEE APPENDIX 1	•
	•
	•
	•
Agency Name	Data field/description
	•
	•
	•
	•
Agency Name	Data field/description
	•
	•
	•

GDPR  
Go to articles 6  
- 9

	•											
<p>The data/information to be shared will be different at each stage and be different for each element of the ICP, Appendix 1 will contain the data/information to be shared and who will be sharing/accessing the data/information for each element of this agreement. As a general guide information to be shared will include:</p> <ul style="list-style-type: none"> <li>• Aggregate data for pathway management</li> <li>• Pseudonymised data for pathway management</li> <li>• Patient level pseudonymised data for commissioning purposes</li> </ul>												
<b>3.</b>	<b>Legal Basis</b>											
<p><b>General Data Protection Regulation 2016 (GDPR) and Data Protection Act 2018.</b></p>		<p>GDPR Go to articles 6-14</p>										
<table border="1"> <thead> <tr> <th data-bbox="181 715 1012 794">Personal Data (identifiable data)</th> <th data-bbox="1012 715 1839 794">Special Categories of Data (Sensitive identifiable data)</th> </tr> </thead> <tbody> <tr> <td data-bbox="181 794 1012 858">Article 6: <i>[please click and select]</i></td> <td data-bbox="1012 794 1839 858">Article 9: (if appropriate): <i>[please click and select]</i></td> </tr> <tr> <td data-bbox="181 858 1012 938"><i>Legal Obligation</i></td> <td data-bbox="1012 858 1839 938">Vital Interests</td> </tr> <tr> <td data-bbox="181 938 1012 1018"><i>Public Task</i></td> <td data-bbox="1012 938 1839 1018">Health &amp; Social Care</td> </tr> <tr> <td data-bbox="181 1018 1012 1090">Choose an item.</td> <td data-bbox="1012 1018 1839 1090">Choose an item.</td> </tr> </tbody> </table>	Personal Data (identifiable data)	Special Categories of Data (Sensitive identifiable data)	Article 6: <i>[please click and select]</i>	Article 9: (if appropriate): <i>[please click and select]</i>	<i>Legal Obligation</i>	Vital Interests	<i>Public Task</i>	Health & Social Care	Choose an item.	Choose an item.		
Personal Data (identifiable data)	Special Categories of Data (Sensitive identifiable data)											
Article 6: <i>[please click and select]</i>	Article 9: (if appropriate): <i>[please click and select]</i>											
<i>Legal Obligation</i>	Vital Interests											
<i>Public Task</i>	Health & Social Care											
Choose an item.	Choose an item.											
<p>Other legislation or statute as follows <i>[Please list relevant legislation]</i></p>												
<b>4.</b>	<b>Responsibilities</b>											
<p>For the purposes of this Protocol the responsibilities are defined as follows: For help go to <a href="#">this link</a> and see Articles 24 – 29 where these roles are explained.</p>	Tick box	Organisation Name(s)	<p>GDPR Go to articles 13-14, 24 - 31</p>									

The Sole Data Controller for this sharing is:	<input type="checkbox"/>	
The Joint Data Controllers for this sharing are:	<input checked="" type="checkbox"/>	All parties to this agreement
In the case of <b>Joint Data Controllers</b> , the designated single contact point for Individuals is:	<input type="checkbox"/>	
Data Processors party to this protocol are (please list):	<input type="checkbox"/>	

This Protocol will be reviewed one year after it comes into operation to ensure that it remains fit for purpose. The review will be initiated by **West Essex CCG**

## 5. Subject Rights

Essex Partner Agencies' Information Sharing Agreements are made publicly available on the Whole Essex Information Sharing Framework website to enable compliance with article 12 of the GDPR.

It is each Partner's responsibility to ensure that they can comply with all of the rights applicable to the sharing of the personal information. It is for the organisation initiating the ISP to identify which rights apply, and then each Partner to ensure they have the appropriate processes in place.

Subject Rights Select the <b>applicable rights</b> for this sharing according to the legal basis you are relying on	Processes are in place to enact this right - please check the box
GDPR Article 13&14 – <b>Right to be Informed</b> – Individuals must be informed about how their data is being used. This sharing must be reflected in your privacy notices to ensure transparency.	<input checked="" type="checkbox"/>
GDPR Article 15 – <b>Right of Access</b> – Individuals have the right to request access to the information about them held by each Partner	<input checked="" type="checkbox"/>
GDPR Article 16 – <b>Right to Rectification</b> – Individuals have the right to have factually inaccurate data corrected, and incomplete data completed.	<input checked="" type="checkbox"/>
GDPR Article 17 (1)(b)&(e) – <b>Right to be forgotten</b> – This right may apply where the sharing is based on Consent, Contract or Legitimate Interests, or where a Court Order has demanded that	<input type="checkbox"/>

**GDPR**  
Go to articles  
12 – 15

<p>the information for an individual must no longer be processed. Should either circumstance occur, the receiving Partner must notify all Data Controllers party to this protocol, providing sufficient information for the individual to be identified, and explaining the basis for the application, to enable all Partners to take the appropriate action.</p>		<p>GDPR Go to article 16 &amp; 22</p>
<p>GDPR Article 18 – <b>Right to Restriction</b> – Individuals shall have the right to restrict the use of their data pending investigation into complaints.</p>	<input checked="" type="checkbox"/>	
<p>GDPR Article 19 – <b>Notification</b> – Data Controllers must notify the data subjects and other recipients of the personal data under the terms of this protocol of any rectification or restrict, unless it involves disproportionate effort.</p>	<input type="checkbox"/>	
<p>Article 21 – <b>The Right to Object</b> – Individuals have the right to object to any processing which relies on Consent, Legitimate Interests, or Public Task as its legal basis for processing. This right does not apply where processing is required by law (section 3). Individuals will always have a right to object to Direct Marketing, regardless of the legal basis for processing.</p>	<input checked="" type="checkbox"/>	
<p>Article 22 – <b>Automated Decision Making including Profiling</b> – the Individual has the right to request that a human being makes a decision rather than a computer, unless it is required by law.</p>	<input type="checkbox"/>	
<p><b>Freedom of Information (FOI) Act 2000</b> or <b>Environmental Information Regulations (EIR) 2004</b> relates to data requested from a Public Authority by a member of the public. It is best practice to seek advice from the originating organisation prior to release. This allows the originating organisation to rely on any statutory exemption/exception and to identify any perceived harms. However, the decision to release data under the FOI Act or EIR is the responsibility of the agency that received the request.</p>	<input checked="" type="checkbox"/>	
<p><b>6. Security of Information</b></p>		
<p><b>Security measures in place</b></p>		<p>GDPR articles 30 - 45</p>
<p>There are good quality access control systems in place</p>	<input checked="" type="checkbox"/>	
<p>Paper information is stored securely</p>	<input checked="" type="checkbox"/>	
<p>Paper and electronic information is securely destroyed with destruction log for electronic information</p>	<input checked="" type="checkbox"/>	
<p>Laptops and removable media such as memory sticks are secured when not in use</p>	<input checked="" type="checkbox"/>	
<p>Technical security appropriate to the type of information being processed is applied</p>	<input checked="" type="checkbox"/>	
<p>Arrangements are in place to meet the requirements for confidentiality, integrity and availability</p>	<input checked="" type="checkbox"/>	



Disaster recovery arrangements are in place	<input checked="" type="checkbox"/>	
Encryption of personal data is fully implemented	<input checked="" type="checkbox"/>	
Data minimisation has been considered	<input checked="" type="checkbox"/>	
Can pseudonymised or anonymised data be used to meet your processing needs?	<input checked="" type="checkbox"/>	
There are sufficient access controls for systems/networks in place	<input checked="" type="checkbox"/>	
Routine and regular penetration tests are carried out	<input checked="" type="checkbox"/>	
Article 40 Codes of Conduct are adhered to (where applicable)	<input checked="" type="checkbox"/>	
Appropriate security is applied to external routes into the organisation; for example, internet firewalls and remote access solutions	<input checked="" type="checkbox"/>	
Confirm entry in Records of Processing Activity	<input checked="" type="checkbox"/>	
Additional measure 1 – please specify here	<input type="checkbox"/>	
Additional measure 2 – please specify here	<input type="checkbox"/>	
<p>Personal information will be securely shared via <b>as detailed in appendix 1</b></p> <p>Partners receiving information will:</p> <ul style="list-style-type: none"> <li>• Ensure that their employees are appropriately trained to understand their responsibilities to maintain confidentiality and privacy;</li> <li>• Protect the physical security of the shared information;</li> <li>• Restrict access to data to those that require it, and take reasonable steps to ensure the reliability of employees who have access to data, for instance, ensuring that all staff have appropriate background checks</li> <li>• Maintain an up to date policy for handling personal data which is available to all staff</li> <li>• Have a process in place to handle any security incidents involving personal data, including notifying relevant third parties of any incidents</li> <li>• Ensure any 3<sup>rd</sup> party processing is agreed as part of this protocol and governed by a robust contract and detailed written instructions for processing.</li> </ul> <p><b>International Transfers (Where applicable)</b></p>		

If any personal data is to be transferred outside of the EEA, please ensure you capture the relevant supporting adequacy decision for such a transfer here (articles 40-43).		
Adequacy Decision in place	Date of approval by EU Commission is:	[Provide hyperlink here]
ICO Approved standard contract clauses in place	Date of approval by ICO is:	[Provide hyperlink here]
ICO Approved Binding Corporate Rules in place	Date of approval by ICO is:	[Provide hyperlink here]
The Individuals have given explicit consent to the transfer and understand the risks associated with the transfer	Confirm this consent has been recorded appropriately	<input type="checkbox"/>
The receiving organisation in a 3rd country is bound by an approved Code of Conduct recognised by the EU	Date of approval by ICO is:	[Provide hyperlink here]
ICO guidance on International Transfers can be found at <a href="https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/international-transfers/">https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/international-transfers/</a>		
<b>7.</b>	<b>Format and Frequency</b>	
The format the information will be shared in is:	<b>See appendix 1</b>	
The frequency with which the information will be shared is:	<b>See appendix 1</b>	
<b>8.</b>	<b>Data Retention</b>	
Information will be retained in accordance with each partners' published data retention policy available on their websites, and in any event no longer than is necessary.		GDPR Go to article 5
<b>9.</b>	<b>Data Accuracy</b>	

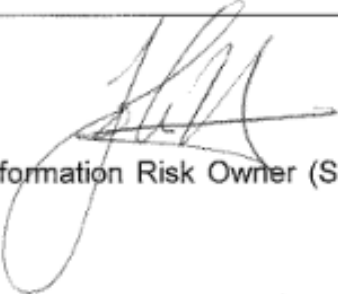

	<p>Please check this box to confirm that your organisation has processes in place to ensure that data is regularly checked for accuracy, and any anomalies are resolved <input checked="" type="checkbox"/></p>	<p><a href="#">GDPR</a> Go to articles 5, 16 - 18</p>
<b>10.</b>	<b>Breach Notification</b>	
	<p>Where a security breach linked to the sharing of data under this protocol is likely to adversely affect an Individual, all involved Partners must be informed within 48 hours of the breach being detected. The email addresses on page 1 should be used to contact the Partners. The decision to notify the ICO can only be made after consultation with any other affected Partner to this protocol, and notification to the ICO must be made within 72 hours of the breach being detected. Where agreement to notify cannot be reached within this timeframe, the final decision will rest with the Protocol owner as depicted on page 1 of this document.</p> <p>All involved Partners should consult on the need to inform the Individual, so that all risks are fully considered and agreement is reached as to when, how and by whom such contact should be made. Where agreement to notify cannot be reached, the final decision will rest with the Protocol owner as depicted on page 1 of this document.</p> <p>All Partners to this protocol must ensure that robust policy and procedures are in place to manage security incidents, including the need to consult Partners where the breach directly relates to information shared under this protocol.</p>	<p><a href="#">GDPR</a> Go to articles 33, 34, 77 - 84</p>
<b>11.</b>	<b>Complaints</b>	
	<p>Partner agencies will use their standard organisational procedures to deal with complaints from the public arising from information sharing under this protocol.</p>	<p><a href="#">GDPR</a> Go to articles 16 – 22 &amp; 77</p>
<b>12.</b>	<b>Commencement of Protocol</b>	
	<p>This Protocol shall commence upon date of the signing of a copy of the Protocol by the signatory partners. The relevant information can be shared between signatory partners from the date the Protocol commences.</p>	
<b>13.</b>	<b>Withdrawal from the Protocol</b>	

Any partner may withdraw from this Protocol upon giving 4 weeks written notice to the WEISF administration team [weisf@essex.gov.uk](mailto:weisf@essex.gov.uk). The WEISF administration team will notify other Partners to the Protocol. The Partner must continue to comply with the terms of this Protocol in respect of any information that the partner has obtained through being a signatory. Information, which is no longer relevant, should be returned or destroyed in an appropriate secure manner.

**14.**

**Agreement**

This Protocol must be approved by the responsible person within the organisation (SIRO/Caldicott Guardian/Chief Information Officer).

Approver Name & Signature	 John Lesley (Senior Information Risk Owner (SIRO) for and on behalf of NHS West Essex CCG   Dr Christine Moss (Caldicott Guardian) for and on behalf of NHS West Essex CCG
Organisation Name	NHS West Essex Clinical Commissioning Group (CCG)
Date of Agreement	11/2/19.


**Please submit this Protocol to [weisf@essex.gov.uk](mailto:weisf@essex.gov.uk) with list of approved signatories. The Protocol will then be published on [weisf.essex.gov.uk](http://weisf.essex.gov.uk).**

**Email approvals will only be accepted from an authorised signatory role from each organisation. Please see the list of authorised roles per organisation on [WEISF.essex.gov.uk](http://WEISF.essex.gov.uk)**

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#### 14. Agreement



This Protocol must be approved by the responsible person within the organisation (SIRO/~~Caldicott~~ Guardian/Chief Information Officer).

Approver Name & Signature	
Organisation Name	The Princess Alexandra Hospital NHS Trust
Date of Agreement	07.02.2019

**Please submit this Protocol to [weisf@essex.gov.uk](mailto:weisf@essex.gov.uk) with list of approved signatories. The Protocol will then be published on [weisf.essex.gov.uk](http://weisf.essex.gov.uk).**

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This Protocol must be approved by the responsible person within the organisation (SIRO/Caldicott Guardian/Chief Information Officer).

Approver Name & Signature	 Mark Madden (SIRO) Senior Information Risk Owner   Dr Milind Karale, Caldicott Guardian
Organisation Name	(EPUT) Essex Partnership University Trust
Date of Agreement	08.02.2019

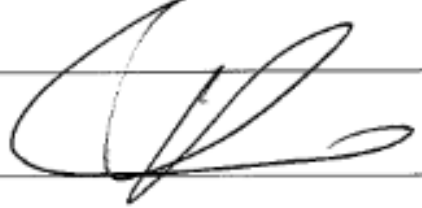
**Please submit this Protocol to [weisf@essex.gov.uk](mailto:weisf@essex.gov.uk) with list of approved signatories. The Protocol will then be published on [weisf.essex.gov.uk](http://weisf.essex.gov.uk).**

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#### 14. Agreement

This Protocol must be approved by the responsible person within the organisation (SIRO/Caldicott Guardian/Chief Information Officer).

Approver Name & Signature	Penina van Zyl 
Organisation Name	Stella Healthcare LTD
Date of Agreement	15/2/19

Please submit this Protocol to [weisf@essex.gov.uk](mailto:weisf@essex.gov.uk) with list of approved signatories. The Protocol will then be published on [weisf.essex.gov.uk](http://weisf.essex.gov.uk).


Email approvals will only be accepted from an authorised signatory role from each organisation. Please see the list of authorised roles per organisation on [WEISF.essex.gov.uk](http://WEISF.essex.gov.uk)



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#### 14. Agreement

This Protocol must be approved by the responsible person within the organisation (SIRO/Caldicott Guardian/Chief Information Officer).

Approver Name & Signature	LIZ ADAMS  (SIRO)
Organisation Name	UTRESFORD HEALTH LTD.
Date of Agreement	15/02/19.

**Please submit this Protocol to [weisf@essex.gov.uk](mailto:weisf@essex.gov.uk) with list of approved signatories. The Protocol will then be published on [weisf.essex.gov.uk](http://weisf.essex.gov.uk).**

**Email approvals will only be accepted from an authorised signatory role from each organisation. Please see the list of authorised roles per organisation on [WEISF.essex.gov.uk](http://WEISF.essex.gov.uk)**

**Essex County Council:** email approvals received by NHS West Essex CCG at 12:57 26<sup>th</sup> March 2019

Margaret Lee – SIRO - for and on behalf of Essex County Council

From: Margaret Lee, Executive Director, Corporate & Customer Services <Margaret.Lee@essex.gov.uk> Sent: Mon 25/03/2019 19:51  
To: Lauri Almond, IS Business Consultant Info Governance Operations; Helen Lincoln, Executive Director, Children & Families  
Cc:  
Subject: RE: ICP reports - 28.01.19 (updated)..

Thanks Lauri – I'm happy with this

Margaret

**Margaret Lee FCPFA**  
Executive Director for Corporate and Customer Services  
Corporate and Customer Services

Essex County Council  
**telephone:** 033301 34558  
**email:** [Margaret.lee@essex.gov.uk](mailto:Margaret.lee@essex.gov.uk) | [www.essex.gov.uk](http://www.essex.gov.uk)

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**From:** Lauri Almond, IS Business Consultant Info Governance Operations

Helen Lincoln – Caldicott Guardian - for and on behalf of Essex County Council

From: Helen Lincoln, Executive Director, Children & Families <Helen.Lincoln@essex.gov.uk> Sent: Mon 25/03/2019 19:25  
To: Lauri Almond, IS Business Consultant Info Governance Operations; Margaret Lee, Executive Director, Corporate & Customer Services  
Cc:  
Subject: RE: ICP reports - 28.01.19 (updated)..

Lauri  
Yes I am happy with this  
I think Nick Presmeg should be aware  
Kind regards  
Helen

**Helen Lincoln**  
Executive Director for Children, Families & Education (DCS)  
Essex County Council  
Telephone: 033301 33118 | Email: [Helen.Lincoln@essex.gov.uk](mailto:Helen.Lincoln@essex.gov.uk) | [www.essex.gov.uk](http://www.essex.gov.uk)  
Please consider the environment before printing this e-mail

Interested in Fostering in Essex, follow this link - <http://www.essexadoptionandfostering.co.uk/fostering/contact-essex-fostering-service>

APPENIDX 1 – Information to be shared

Project Name:

Information supplied by:

Data Set:

Format:

Frequency:

Information received by: