

NHS Rotherham Clinical Commissioning Governing Body

Governing Body – 6th December 2017

Information Governance Policy and Management Framework and Information Security Policy

Lead Executive:	Wendy Allott, Chief Finance Officer
Lead Officer:	Andrew Clayton, Head of Health Informatics
Lead GP:	Dr Richard Cullen, Chair / GP IT Lead

Purpose:

To request the Governing Body to endorse the:

- Rotherham Health Record Privacy Impact Assessment
- Rotherham Health Record Information Sharing Agreement

Background:

Overview of the Rotherham Health Record System

- The Rotherham Health Record (RHR) is an Integrated Digital Care Record system developed and maintained locally by The Rotherham Foundation Trust (TRFT)
- The RHR consists of information pulled from different clinical systems, which is linked together and presented in a useful way according to who is accessing the system
- The RHR has been developed with two views: Acute/Community (Sepia)/General Practice (Hippo). These views will be brought together to give a common user interface used in all care settings
- Functionality and access to records is based on role based access, so users only see the information that is appropriate for their job
- The RHR system is currently used in General Practice, TRFT and Rotherham Hospice
- Work is underway to pull Social Care data from Rotherham Metropolitan Borough Council into the system and to provide Social Workers with a view of the record
- RDaSH data is expected in the system in 2018
- RHR won the 2016 HSJ Award for “Enhancing Care by sharing data and information”

The Governing Body received a presentation updating on the development of the Rotherham Health Record at the meeting on 4th October 2017. During the presentation it was advised that a significant piece of work was in progress to document a Privacy Impact Assessment and to draft an Information Sharing Agreement to support the wider use of the system. It was agreed that the completed documents would be returned to the Governing Body for their agreement.

Analysis of key issues and of risks

The Privacy Impact Assessment and Information Sharing Agreement for the RHR system have been developed in collaboration between the health and care partners in Rotherham. The documents were reviewed and endorsed by the Rotherham Health and Care Interoperability Group on 21st October 2017 and were subsequently distributed to all partner organisations for review and ratification through their own governance structures. The documents have also been shared with the LMC for their consideration. When notification of review and agreement has been received from all partners a final document set will be issued. The key points from the documents are detailed below:

Consent Model

- Discussions have focussed on whether explicit (ask permission to view) or implied (no permission needed) consent should be required to view a person's record
- Clinicians at the Interoperability Group supported the implied consent to view model on the condition that this consent model will be implemented in the context of the patient record being used for direct care only
- Information Governance Leads have sought legal advice regarding the implications of an implied consent model and engaged the Information Commissioner's Office for advice. The requirements to implement this model are documented in the Privacy Impact Assessment and reflected in the Information Sharing Agreement

RHR Privacy Impact Assessment

- The Privacy Impact Assessment is a risk mitigation tool that helps to identify a projects' potential effects on individual privacy and compliance with data protection legislation, and to examine how detrimental effects might be overcome
- The RHR Privacy Impact Assessment is intended to cover all partners and has been developed collaboratively by the Information Governance Leads across Rotherham
- The PIA identifies that **there is a justifiable legal basis for the RHR**

RHR Information Sharing Agreement

- Information Sharing Agreements (ISAs) are non-legally binding documents however the Information Commissioners Office recognises that having them in place is 'good practice'
- A new ISA is required for the RHR system to support the sharing of information across multiple organisations
- The data sharing agreement for RHR will be need to be signed by all partners before information can flow across the health and care system
- A Role Based Access Control (RBAC) model that will allow information to be shared in a relevant and proportionate way are documented within the Information Sharing Agreement
- A process to allow citizens to opt-out of having a record on the RHR system has been developed that will be managed by TRFT

Following agreement of the PIA and ISA by all partners and prior to the introduction of the wider use of the system we will commence a comprehensive communications programme, managed by the CCG, to advise Rotherham citizens about the new shared record system and its intended benefits, including details of the opt-out process.

Patient, Public and Stakeholder Involvement:

The Rotherham Health Record has been discussed with patients at the Patient Participation Network Group meeting in September 2017.

Equality Impact:

Equality Impact Assessment is still to be completed

Financial Implications:

N/A

Human Resource Implications:

N/A

Procurement:

N/A

Approval history:

Rotherham Health and Care Interoperability Group – 21st October 2017

Recommendations:

The Governing Body are asked to endorse the Rotherham Health Record Privacy Impact Assessment and Information Sharing Agreement.

Privacy Impact Assessment (PIA) Screening Questions

The below screening questions should be used inform whether a PIA is necessary. This is not an exhaustive list therefore in the event of uncertainty completion of a PIA is recommended.

Project title	Rotherham Health Record
Brief description	A view only portal accessed via a web browser that presents clinical information from a number of sources aggregated in various ways to provide relevant medical and demographic patient data to appropriate bodies who have a relevant and appropriate clinical need to view this data.

Screening completed by

Name	Kevin Grice
Title	Health Informatics Programme Manager
Department	Health Informatics
Telephone	01709 426698
Email	kevin.grice@rothgen.nhs.uk
Review date	40T

Marking any of these questions is an indication that a PIA is required:

Screening Questions		Tick
1	Will the project involve the collection of identifiable or potentially identifiable information about individuals?	<input checked="" type="checkbox"/>
2	Will the project compel individuals to provide information about themselves? i.e. where they will have little awareness or choice.	<input type="checkbox"/>
3	Will identifiable information about individuals be shared with other organisations or people who have not previously had routine access to the information?	<input checked="" type="checkbox"/>
4	Are you using information about individuals for a purpose it is not currently used for or in a new way? i.e. using data collected to provide care for an evaluation of service development.	<input type="checkbox"/>
5	Where information about individuals is being used, would this be likely to raise privacy concerns or expectations? i.e. will it include health records, criminal records or other information that people would consider to be sensitive and private.	<input checked="" type="checkbox"/>
6	Will the project require you to contact individuals in ways which they may find intrusive? i.e. telephoning or emailing them without their prior consent.	<input type="checkbox"/>
7	Will the project result in you making decisions in ways which can have a significant impact on individuals? i.e. will it affect the care a person receives.	<input type="checkbox"/>

8	Does the project involve you using new technology which might be perceived as being privacy intrusive? i.e. using biometrics, facial recognition or automated decision making.	<input type="checkbox"/>
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***Please retain a copy of this questionnaire within your project documentation.
Please note that once completed the following sections (1 to 3) should be detached from the
remaining document prior to being included in the RFT's Publication Scheme.***

Privacy Impact Assessment (PIA)

Please complete all questions with as much detail as possible and then contact the IG Team prior to seeking approval.

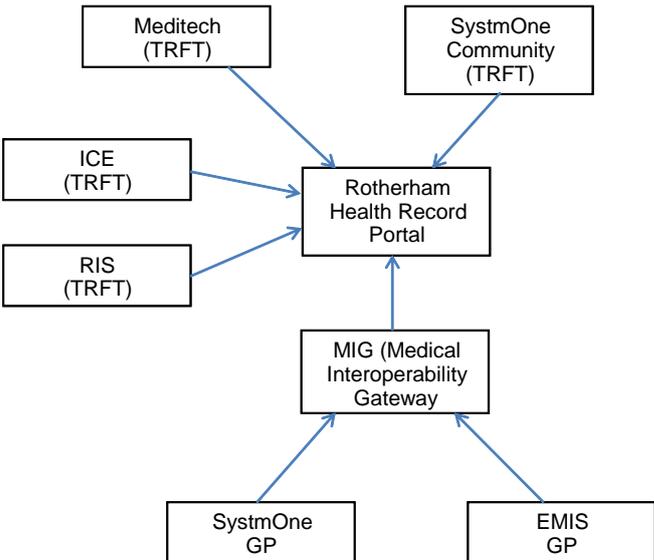
Section 1: System/Project General Details

Project title:	Rotherham Health Record	
Objective:	To provide a web based, view only, secure portal accessible across relevant health care provider organisations across the Rotherham area containing patient information aggregated from multiple systems.	
Background: Why is the new system/change in system required? Is there an approved business case?	The Rotherham Health Record is a programme of work that aims to provide all health and social care workers across Rotherham with relevant information about their patients/clients in an integrated electronic format or available from a single application. This information may be obtained directly from a back end system or may be provided using an integrated information set from a number of applications. The Health Record programme is being managed by the Rotherham Health and Care Interoperability Group which sets out its goals and priorities and consists of representatives from the organisations listed below. Historically there have been two distinct data portals managed by TRFT. One was inwardly facing and used by TRFT staff (SEPIA) and one was externally facing and used by GP Practices (HIPPO). Work on these portals was undertaken independently of each other and the IT Infrastructure they operated from was also distinct and separate. When the Interoperability Group was formed it was agreed that all such services should be provided from the same portal which will be the Rotherham Health Record.	
Relationships: For example, with other Trust's, organisations.	The Rotherham NHS Foundation Trust; NHS Rotherham CCG; Rotherham Doncaster and South Humber NHS Foundation Trust (RDaSH); Rotherham Hospice; Rotherham Metropolitan Borough Council; CareUK	
Other related projects:	N/A	
Project Manager:	Name:	Kevin Grice
	Title:	Project Manager
	Department:	Health Informatics
	Telephone:	6577
	Email	Kevin.grice@rothgen.nhs.uk
Information Asset Owner: All information systems/assets must have an Information Asset Owner (IAO). IAO's should normally be a Head of Department/Service.	Name:	Laura Mumby
	Title:	Head of EPR
	Department:	Health Informatics
	Telephone:	426697
	Email	Laura.Mumby@rothgen.nhs.uk
Information Asset	Name:	Chris Birks

Administrator: Information systems/assets may have an Information Asset Administrator (IAA) who reports the IAO. IAA's are normally System Managers/Project Leads.	Title:	Interfacing and Systems Developer
	Department:	Health Informatics
	Telephone:	426276
	Email	Christopher.Birks@rothgen.nhs.uk
Customers and other stakeholders:	Health and Social Care providers within the Rotherham area; Citizens within the Rotherham area.	

	Question	Response
Data processing		
6.	Will a third party be processing data?	<input checked="" type="checkbox"/> Yes (TRFT as host) <input type="checkbox"/> No If no, please go to the Confidentiality section.
7.	Is the third party contract/supplier of the project registered with the Information Commissioner?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Organisation: The Rotherham NHS Foundation Trust Data Protection Registration Number: ZA067076
8.	Has the third party supplier completed an Information Governance Toolkit Return?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please give organisation code and percentage score: RFR – 72% <i>IG Toolkit Score:</i> <input checked="" type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory If unsatisfactory, please request a copy of the improvement plan and provide it with this assessment.
9.	Does the third party/supplier contract(s) contain all the necessary Information Governance clauses regarding Data Protection and Freedom of Information? <small>See contract IG checklist.</small>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Data Processing Deed in place
10.	Will other third parties (not already identified) have access to the project? <small>Include any external organisations.</small>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, for what purpose? 40T Please list organisations and by what means of transfer: 40T
Confidentiality		
11.	Please outline what privacy/fair processing notices and leaflets will be provided. <small>A copy of the privacy/fair processing notice and leaflets must be provided.</small>	The use of the RHR will be reflected in the privacy notices of all partner organisations – in addition to this, an extensive communications programme will be developed to inform members of the public in Rotherham about the RHR and how they can opt out – will be in a variety of forms including on the CCG’s website (and links in other organisations), leaflets, posters, banner stands, letters to new patients, media briefings/releases, engagement with voluntary/community groups, factsheets and videos/vlogs/animations.
12.	Does the project involve the collection of data that may be unclear or intrusive? <small>Are all data items clearly defined? Is there a wide range of sensitive data being included?</small>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	Question	Response
13.	<p>What legal basis is being relied upon for the processing of personal identifiable or sensitive data?</p>	<p>Data Protection Act Schedule 2: <i>Necessary for exercising statutory, governmental or other public functions</i></p> <p>Data Protection Act Schedule 3: <i>Necessary for medical purposes, and is undertaken by a health professional or by someone who is subject to an equivalent duty of confidentiality</i></p> <p>GDPR Article 6: <i>Necessary for the performance of a task carried out in the exercise of official authority vested in the controller</i></p> <p>GDPR Article 9: <i>Necessary for the provision of health or social care or the treatment or the management of health or social care systems and services (where processed by or under responsibility of a professional subject to a duty of confidentiality)</i></p> <p>Common Law Duty of Confidentiality (to satisfy fair and lawful processing under Data Protection Act/GDPR): The sharing of personal confidential data into the Rotherham Health Record and the viewing of information within the Rotherham Health Record are for the purposes of Direct Care only. Accordingly, the patient's consent to such sharing may be implied. As set out above, fair processing notices are required and the nature of the sharing will be communicated to patients by a variety of means, and all patients will have the opportunity to opt-out.</p>
14.	<p>How will consent, non-consent, objections or opt-outs be recorded and respected?</p>	<p>Individuals will contact TRFT requesting opt out and will complete either an eForm or paper form. Staff at TRFT (possibly Access to Records team – to be determined) will administer this process. Identity of those requesting opt out will be verified and opt-out will be recorded on the RHR. Organisational visibility controls will be deselected on the RHR in accordance with the Individual's wishes. An opt-out database table will hold any patient identifiers where an opt-out request has been received. Opt outs are recorded in RHR database. The opt-outs are data set specific and therefore opt out can be recorded to exclude the data from one or multiple source systems.</p>
15.	<p>Will the consent cover all processing and sharing/disclosures?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If not, please detail: Not applicable – consent not sought</p>

	Question	Response
16.	What process is in place for rectifying/blocking data? What would happen if such a request were made?	Data would be rectified in the local source system. If required data would be blocked using the opt-out table as above. This would block data from all sources used.
Engagement		
17.	Has stakeholder engagement taken place?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how have any issues identified by stakeholders been considered? 40T If no, please outline any plans in the near future to seek stakeholder feedback:
Data Sharing		
18.	Does the project involve any new information sharing between organisations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe: 40T Please provide a data flow diagram.
Data Linkage		
19.	Does the project involve linkage of personal data with data in other collections, or significant change in data linkages? The degree of concern is higher where data is transferred out of its original context (e.g. the sharing and merging of datasets can allow for a collection of a much wider set of information than needed and identifiers might be collected/linked which prevents personal data being kept anonymously)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide a data flow diagram.  <pre> graph TD Meditech["Meditech (TRFT)"] --> RHP["Rotherham Health Record Portal"] SystmOneComm["SystmOne Community (TRFT)"] --> RHP ICE["ICE (TRFT)"] --> RHP RIS["RIS (TRFT)"] --> RHP RHP --> MIG["MIG (Medical Interoperability Gateway)"] SystmOneGP["SystmOne GP"] --> MIG EMISGP["EMIS GP"] --> MIG </pre>

	Question	Response
Information Security		
20.	Who will have access to the information within the system? Please refer to roles/job titles.	Clinicians and Health workers across the organisations listed above can have access to the system if appropriate for their role in providing patient care. RBAC matrix in place. Access to the RHR shall be granted using the principle of 'Least Privilege', meaning that every user of the RHR should operate using the least set of privileges necessary to complete the job
21.	Is there a useable audit trail in place for the project? For example, to identify who has accessed a record?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable If yes, please outline the audit plan: Each access to a record is registered to the identifiable portal account viewing the information. Audits can be run either by username (every click recorded including which record user has accessed) or by patient record (who has accessed that individual's record). In addition access where user accounts cannot be controlled by a restricted patient/client list (such as those of the Hospice or Social Services) will have a search that email's a privacy officer to verify the relevance of the search. However a dashboard of Social Services referrals/ current list of inpatients at the Hospice will be displayed on the first page of those respective organisations.
22.	Describe where will the information be kept/stored/accessed?	All information used for User Accounts (access list for users), Opt Outs and Audits is stored in a Microsoft SQL Server database on a Microsoft Windows Server based in the Computer Centre at The Rotherham NHS Foundation Trust premises. Access to the information can be internally within the Trusts own network or externally by one of the partner organisations listed above via firewalled infrastructure. No copies of records from the source systems are stored in the RHR (view only).
23.	Please indicate all methods in which information will be transferred	<input type="checkbox"/> Fax <input type="checkbox"/> Email (Unsecure/Personal) <input type="checkbox"/> Email (Secure/nhs.net) <input type="checkbox"/> Internet (unsecure – e.g. http) <input type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet (secure – e.g. https) <input type="checkbox"/> By hand <input type="checkbox"/> Courier <input type="checkbox"/> Post – track/traceable <input type="checkbox"/> Post – normal <input type="checkbox"/> Other:
24.	Does the project involve privacy enhancing technologies? Encryption; 2 factor authentication, new forms of pseudonymisation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please give details: A secure certificate registered to TRFT is used for access to the portal via HTTPS.

	Question	Response
25.	<p>Is there a documented System Level Security Policy (SLSP) or process for this project?</p> <p>A SLSP is required for new systems.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide a copy.</p> <p> SSSP - Sepia.docx</p>
Privacy and Electronic Communications Regulations		
26.	<p>Will the project involve the sending of unsolicited marketing messages electronically such as telephone, fax, email and text?</p> <p>Please note that seeking to influence an individual is considered to be marketing.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what communications will be sent? 40T</p> <p>Will consent be sought prior to this? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Records Management		
27.	<p>What are the retention periods for this data?</p>	<p>The RHR Portal does not hold any patient data locally. All data used is contained within existing systems. Data relating to audit trails will be retained as per the requirements of the Records Management Code of Practice for Health and Social Care 2016 (for the life of the system plus the relevant retention period for the last record accessed).</p>
28.	<p>How will the data be destroyed when it is no longer required?</p>	<p>Database maintenance plans for internal data. Hosted system data as per contractual arrangements with the provider.</p>
Information Assets and Data Flows		
29.	<p>Has an Information Asset Owner been identified and does the Information Asset Register require updating?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

	Question	Response
30.	Have the data flows been captured?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Business Continuity		
31.	Have the requirements for business continuity been considered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please detail: System is on resilient infrastructure and provides for view only access to data available on other systems. If RHR becomes unavailable then existing processes for obtaining this information can be used.
Open Data		
32.	Will (potentially) identifiable and/or sensitive information from the project be released as Open Data (be placed in to the public domain)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please describe: 40T
Data Processing Outside of the EEA		
33.	Are you transferring any personal and/or sensitive data to a country outside the European Economic Area (EEA)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, which data and to which country? 40T
34.	Are measures in place to mitigate risks and ensure an adequate level of security when the data is transferred to this country?	<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who completed the assessment? 40T

Section 3: Review and Approval

Assessment completed by

Name:	Kevin Grice
Title:	Health Informatics Programme Manager
Sent electronically or Signed:	<input checked="" type="checkbox"/>
Date:	14 February 2017

Assessment reviewed (IG) by

Name:	Rotherham IG sub group (CCG, RDASH, TRFT and RMBC)
	Risks attached at Appendix A &B
Date:	17th July 2017

Information Governance Approval from the Rotherham Interoperability Group

Name:	40T
Title:	40T
Electronic Approval or Signed	
Date:	40T

Information Governance Approval from the Accountable Care System Board

Name:	40T
Title:	40T
Electronic Approval or Signed	
Date:	40T

Approval from the SIRO/Caldicott Guardian for The Rotherham NHS Foundation Trust

Name:	40T
Title:	40T
Electronic Approval or Signed	
Date:	40T

Approval from the SIRO/Caldicott Guardian for Rotherham CCG

Name:	40T
Title:	40T
Electronic Approval or Signed	
Date:	40T

Approval from the SIRO/Caldicott Guardian for Rotherham Doncaster and South Humber NHS Foundation Trust

Name:	40T
Title:	40T
Electronic Approval or Signed	
Date:	40T

Approval from the SIRO/Caldicott Guardian for Rotherham Metropolitan Borough Council

Name:	40T
Title:	40T
Electronic Approval or Signed	
Date:	40T

Approval from the SIRO/Caldicott Guardian for Rotherham Hospice

Name:	40T
Title:	40T
Electronic Approval or Signed	<input type="checkbox"/> The Information Governance Approval is attached.
Date:	40T

Appendix A

The Rotherham Health Record

Key privacy risks and the associated compliance and corporate risks

	Privacy issue	Risk to individuals	Compliance risk	Associated organisation / corporate risk
A.	<p><u>SHARING DATA:</u></p> <p>Inadequate sharing / disclosure controls increase the likelihood of information being shared inappropriately.</p> <p>Ambiguities within the Information Governance legislation means data could be shared inappropriately or insufficient data be shared to provide improved care for individuals.</p> <p>(Relates to questions 4 and 20 of the PIA)</p>	<p>Individuals' data is shared beyond the organisations they expect to receive their data</p>	<p>Reliance on all organisations to comply with data sharing agreements.</p> <p>Breach of Principles 1, 2, & 3 of the Data Protection Act.</p> <p>Regulatory action.</p>	<p>Non-compliance with the Data Protection Act, General Data Protection Regulation (May 2018) or other legislation can lead to sanctions, fines and reputational damage.</p> <p>Regulator action if data is shared inappropriately or with wrong organisations.</p> <p>Civil action can be taken based on distress caused.</p> <p>Financial costs and reputational damage.</p>

	Privacy issue	Risk to individuals	Compliance risk	Associated organisation / corporate risk
B.	<p><u>DATA QUALITY:</u></p> <p>Multiple and varied systems used within participating organisations impacts on the effectiveness of the programme and means data quality is impacted in the sharing process</p> <p>Poor data quality will diminish the benefits of any reporting. Improving data quality has been an on-going challenge within the Health & Social Care sectors.</p> <p>Information which is collected and stored unnecessarily, or is not properly managed so that duplicate records are created, is less useful to health and care services.</p> <p>(Linking to Question 5 of the PIA)</p>	<p>Data shared about individuals is incomplete or inaccurate, or out of date, or there are multiple versions, therefore individuals may not receive the improvement in care that the programme intends.</p> <p>Inappropriate care could be provided.</p>	<p>Reliance on all organisations to comply with data sharing agreements.</p> <p>Breach of Principle 4 of the Data Protection Act.</p> <p>Regulatory action.</p>	<p>Non-compliance with the Data Protection Act, General Data Protection Regulation (May 2018) or other legislation can lead to sanctions, fines and reputational damage.</p> <p>Civil action can be taken based on harm caused.</p> <p>Financial costs and reputational damage.</p>
C.	<p><u>CONSENT MODEL:</u></p> <p>Our communication campaign to support implied consent may not reach all of the Rotherham population.</p> <p>Vulnerable people may be particularly concerned about the risks of identification or the disclosure of information.</p> <p>(Links in to questions 11 and 14 of the PIA)</p>	<p>Data is used in ways unacceptable or unexpected by the individual it is about.</p>	<p>Potential breach of Principles 1 & 6 of the Data Protection Act if potential uses of data is not communicated effectively, and to appropriate groups.</p>	<p>Non-compliance with the Data Protection Act, General Data Protection Regulation (May 2018) or other legislation can lead to sanctions, fines and reputational damage.</p>

	Privacy issue	Risk to individuals	Compliance risk	Associated organisation / corporate risk
<u>D.</u>	<p align="center"><u>DATA SECURITY:</u></p> <p>Regulatory action if sufficient security measures are not applied to the processing of the data.</p> <p>(Links to questions 4, 20, 22, 23, 24, 31 and 33 of the PIA)</p>	<p>Large numbers of individuals may choose to opt out.</p>	<p>Breach of Principle 7 of the Data Protection Act.</p> <p>Regulatory action.</p>	<p>Non-compliance with the Data Protection Act, General Data Protection Regulation (May 2018) or other legislation can lead to sanctions, fines and reputational damage.</p> <p>Financial costs and reputational damage.</p>
<u>E.</u>	<p align="center"><u>DATA RETENTION:</u></p> <p>If a retention period is not established information might be retained for longer than necessary.</p> <p>(Question 27 of the PIA for retention periods)</p> <p>The RHR will hold details of audit trails (see question 21 of the PIA)</p>	<p>Data becomes out of date and inaccurate.</p>	<p>Breach of Principles 1, & 3 of the Data Protection Act. (General Data Protection Regulation)</p>	<p>Non-compliance with the Data Protection Act, General Data Protection Regulation (May 2018) or other legislation can lead to sanctions, fines and reputational damage.</p>
<u>F.</u>	<p align="center"><u>USE OF DATA:</u></p> <p>The context in which information is used or disclosed can change over time, leading to it being used for different purposes without people's knowledge.</p> <p>(Link to question 13 of the PIA)</p>	<p>Data is used in ways unacceptable or unexpected by the individual it is about, or in ways to which they have not consented.</p>	<p>Breach of Principles 1, 2, & 3 of the Data Protection Act and Human Rights Act Article 8.</p> <p>Regulatory action.</p>	<p>Non-compliance with the Data Protection Act, General Data Protection Regulation (May 2018) or other legislation can lead to sanctions, fines and reputational damage.</p> <p>Public distrust about how information is used can damage an organisation's reputation and lead to reduced participation.</p>

	Privacy issue	Risk to individuals	Compliance risk	Associated organisation / corporate risk
G.	<p><u>LEGISLATIVE COMPLIANCE:</u></p> <p>Non-compliance with legislation: Data Protection Act, General Data Protection Regulation (when enacted), Privacy and Electronic Communications Regulations (PECR), sector specific legislation or standards, human rights legislation.</p> <p>(Link to questions 13 and 26 within the PIA)</p>	<p>Individual privacy is compromised.</p>	<p>Breach of Principles of the Data Protection Act and Human Rights Act.</p> <p>Regulatory action.</p>	<p>Non-compliance with the Data Protection Act, General Data Protection Regulation (May 2018) or other legislation can lead to sanctions, fines and reputational damage.</p> <p>Financial costs and reputational damage.</p>

Appendix B
The Rotherham Health Record
Privacy risks and solutions

	Risk	Solution(s)	Result (Is the risk eliminated, reduced, or accepted?)	Evaluation (Is the final impact on individuals after implementing each solution a justified, compliant and proportionate response to the aims of the project?)
A, C, F, G.	Data is used in ways unacceptable or unexpected by the individual it is about, or in ways to which they have not consented.	Work with Interoperability Group and IG advisors to ensure members of the public who's information is to be shared through the Rotherham Health Record are informed about all of the potential uses of their data and given adequate opportunity to opt out. Ensure the project has the best understanding of the data sharing restrictions and legislations to avoid the inappropriate sharing of data. A process will be required for additional organisations to be considered for joining, including Accountable Care Partnerships.	Reduced	Solutions are in line with the aims of the project and will not impact on the technical implementation of the project. Impact on individuals will be minimised.

	Risk	Solution(s)	Result (Is the risk eliminated, reduced, or accepted?)	Evaluation (Is the final impact on individuals after implementing each solution a justified, compliant and proportionate response to the aims of the project?)
B, G.	Data shared about individuals is incomplete, inaccurate or insufficient.	<p>The master patient index within the Rotherham Health Record will match and combine individual patient data where appropriate to provide the maximum available information.</p> <p>Where source data quality is lacking the Rotherham Health Record cannot make any changes, although it is hoped that use of the Master Patient Index will enable problems to be identified.</p> <p>Matching within RHR is based upon an exact match of NHS number. Responsibility for data quality, NHS number completeness and validation, remains with the Data Controller.</p>	Accepted	The solutions are in line with the aims of the programme to provide accurate and useful data although there is an acceptance that a large part of this lies with the participating organisations.
A, C, F, G.	Sharing of data and access to it beyond the boundaries of individual authorities requires that Information Governance (IG) policies and procedures are adhered to at multiple organisations.	<p>Ensure that the Data Sharing Agreements are in place and co-opt additional agreements only once the IG approval is in place. Ensure that there is IG representation from all organisations involved in the governance of the project.</p> <p>Guidance will be given to each organisation under the programme to ensure new or existing Data Sharing Agreements cover all intended data sharing activity.</p>	Accepted	The actions of participating organisations is largely outside of the projects control, however guidance and agreements will be put in place to support appropriate behaviour. It is in the interests of the programme to work with organisations adhering to legislations and regulations.

	Risk	Solution(s)	Result (Is the risk eliminated, reduced, or accepted?)	Evaluation (Is the final impact on individuals after implementing each solution a justified, compliant and proportionate response to the aims of the project?)
A, D, G.	Data security is compromised and data is accessed illegally or illegitimately.	Robust security measures will be employed to protect the data processed by the Rotherham Health Record. Work with IG and information security leads from the participating organisations to ensure their processes are robust and staff are appropriately trained.	Reduced	It is in line with the aims of the project to provide a robust and secure platform.
A, B, G.	Data shared via the Rotherham Health Record means someone acts in a way they would not have previously, in a way that is harmful to an individual.	User acceptance testing to ensure data is shared clearly and accurately. Dissemination of information including offering training where new uses of a system or of data within a system are provided. Guidance will be offered for use of the Rotherham Health Record and end user training should be provided to ensure the safe and appropriate use of the data provided. It is the responsibility of individual staff members and their organisations to ensure that individuals are not harmed through their behaviour.	Reduced	The solution fits with the intentions of the project to ensure that the RHR is used appropriately and safely and any changes to available data as a result of the platform are understood by participating organisations and end users.
A	Free text within correspondence in respective source records may contain excluded conditions which may lead to incidental access by staff without a need to know.	Introduction of coded correspondence within clinical systems will reduce the reliance on free text sections on correspondence. Work with staff to ensure full awareness of their responsibilities if incidental access to sensitive information occurs.	Reduced	Free text still available to clinicians. All staff however bound by confidentiality clauses in their contracts of employment. Access to RHR is strictly controlled on a role based, least privilege basis.

THE ROTHERHAM HEALTH RECORD

INFORMATION SHARING AGREEMENT

August 2017



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1. Introduction

- 1.1 The Rotherham Health Record is a programme of work that aims to provide all health and social care workers across Rotherham with relevant information about their patients/clients in an integrated electronic format or available from a single application. This information may be obtained directly from a back end system or may be provided using an integrated information set from a number of applications.
- 1.2 It is the purpose of the Rotherham Health Record to bring together disparate data sets from individual Health and Social Care provider systems within the Rotherham area and make these data sets appropriately available to those same organisations (referred to for the purposes of this agreement as partner organisations) for the purpose aiding the delivery of efficient and effective patient care.
- 1.3 This Agreement covers the sharing of specific Personal Confidential Data (PCD) between the partner signatories named in Section 3 for the delivery of Direct Care to the partners' patients. It also covers the processing of Personal Data by The Rotherham NHS Foundation Trust as host of the Rotherham Health Record on behalf of the partners. This Agreement does not provide for Rotherham CCG to have any access to personal data.
- 1.4 A privacy impact assessment has been conducted in relation to the Rotherham Health Record proposal, in accordance with the Privacy Impact Assessment Code of Practice published by the Information Commissioner's Office in February 2014.
- 1.5 Each Partner confirms that its Caldicott Guardian or SIRO has reviewed and agrees with the provisions of this agreement.

2. Duration and Scope

- 2.1 This Information Sharing Agreement between the partner organisations in Rotherham listed in Section 3 will commence from **XXXX**
- 2.2 The Agreement will support the development of the Rotherham Health Record to enable lawful sharing of PCD between the partners to support integrated care where it is necessary for the safe, effective care of the individual patient or service user.
- 2.3 This Agreement is supplemented by the policies, procedures and guidelines of the partner organisations and is owned by the signatory partner organisations.
- 2.4 The Rotherham Health Record programme is being managed by the Rotherham Health and Care Interoperability Group which sets out its goals and priorities and consists of representatives from the following organisations:
 - NHS Rotherham CCG (RCCG)
 - The Rotherham NHS Foundation Trust (TRFT)
 - Rotherham Doncaster and South Humber NHS Foundation Trust (RDaSH)
 - Rotherham Hospice
 - Rotherham Metropolitan Borough Council (RMBC)

- 2.5 On behalf of the partner organisations the Rotherham Health and Care Interoperability Group will undertake responsibility for the development of jointly agreed policies, procedures and communications materials necessary to support this Agreement.
- 2.6 The Rotherham Health and Care Interoperability Group will be responsible for reviewing this agreement on an annual basis against national developments in terms of information governance policy and legislation that might affect the terms of the agreement. The Rotherham Health and Care Interoperability Group will ensure that any changes are communicated to the partner signatories.

3. Health and Social Care Partner signatories to this agreement

Name/organisation	Abbreviation	Date Added
The Rotherham NHS Foundation Trust	TRFT	
Rotherham Doncaster and South Humber NHS Foundation Trust	RDASH	
Rotherham Metropolitan Borough Council	RMBC	
Rotherham Hospice	RH	
NHS Rotherham Clinical Commissioning Group	RCCG	
GP Practices (listed in Appendix A)	GPs	
Others (to be added as they become signatory partners)		

The list of signatories can be found at Appendix A.

4. Reason for Sharing Information

4.1 The purpose of the information sharing is to enable any partner providing direct care to a patient to view information held in various Provider Partner's records via the Rotherham Health Record.

4.2 The term 'direct care' is defined as a clinical, social or public health activity concerned with the prevention, investigation and treatment of illness and the alleviation of suffering of individuals (all activities that directly contribute to the diagnosis, care and treatment of an individual)¹. It includes:

- supporting individuals' ability to function and improve their participation in life and society;
- the local audit/assurance of the quality of care provided;
- the management of untoward or adverse incidents;
- the measurement of outcomes undertaken by one or more registered and regulated health or social care professionals and their team with whom the individual has a legitimate relationship for their care.

4.3 'Direct care' does not include research, teaching, financial audit, service management activities or risk stratification.

¹ Health and Social Care Information Centre (HSCIC) Guide to Confidentiality; <http://content.digital.nhs.uk/media/12823/Confidentiality-guide-References/pdf/confidentiality-guide-references.pdf>

5. Legal Basis for Sharing

5.1 Common Law Duty of Confidentiality

- 5.1.1 The sharing of personal confidential data into the Rotherham Health Record and the viewing of personal confidential data via the Rotherham Health Record are for the purposes of Direct Care only. Accordingly, the patient's consent to such sharing may be implied. As set out in paragraphs 6.1 and 6.2, fair processing notices are required and the nature of the sharing will be communicated to patients by a variety of means, and all patients will have the opportunity to opt-out.
- 5.1.2 Clinical and personal details will only be available to any person who is involved with the direct care of the individual on a need to know basis as required. Before anyone can view a record via the Rotherham Health Record there must be a legitimate relationship with the patient. Professionals must be able to justify fully the reason for their obtaining any particular detail about an individual.

5.2 Data Protection Act 1998

- 5.2.1 In order for the sharing of personal data to comply with the Data Protection Act 1998, it must be fair and lawful and one of the schedule 2 conditions must be met. A schedule 3 condition must also be met if sensitive personal data is being shared.
- 5.2.2 Paragraphs 6.1 and 6.2 set out the steps taken to inform patients of the processing that is to take place under this Agreement and is therefore fair.
- 5.2.3 Paragraph 5.1 above explains why the processing under this Agreement does not breach the Common Law Duty of Confidentiality and is therefore lawful.
- 5.2.4 Schedule 2 condition: The processing of personal data in accordance with this Agreement is permitted under schedule 2 paragraph 5(b), 5(c) and/or 5(d) – processing is necessary for exercising statutory, governmental or other public functions.
- 5.2.5 Schedule 3 condition: The sharing of sensitive personal data in accordance with this Agreement is permitted under schedule 3 paragraph 8(1) – processing is necessary for medical purposes, and is undertaken by a health professional or by someone who is subject to an equivalent duty of confidentiality.

5.3 General Data Protection Regulation (GDPR)

- 5.3.1 In order for the sharing of personal data to be lawful under GDPR it must be fair and lawful and one of the conditions in Article 6 must be met. A condition under Article 9 must also be met if special categories of data (sensitive data) are processed.
- 5.3.2 As established in paragraphs 5.2.2, 5.2.3 and 5.1, subject to paragraphs 6.1, 6.2, the processing of personal data under this Agreement is both fair and lawful.
- 5.3.3 Article 6 condition: The processing of personal data in accordance with this Agreement is permitted under Article 6 paragraph 1(e) – processing is necessary for the performance of a task carried out in the exercise of official authority vested in the controller.

- 5.3.4 Article 9 condition: The processing of special categories of data in accordance with this Agreement is permitted under Article 9 paragraph 2(h) – processing is necessary for the provision of health or social care or the treatment or the management of health or social care systems and services (where processed by or under responsibility of a professional subject to a duty of confidentiality).

6. Fair Processing Requirements

- 6.1 Each partner shall:
- 6.1.1 effectively inform patients about the ways the information they have provided may be used, who it may be shared with, what shall be shared and for what purpose;
 - 6.1.2 effectively inform patients where they have a right to opt out of sharing their information or select/restrict which elements of their information may or may not be shared and that they can change their mind in the future;
 - 6.1.3 in accordance with the NHS Constitution, where a patient's objections cannot be followed, to effectively inform the patient of the reason why;
 - 6.1.4 effectively inform patients of the implications for the provision of care or treatment, such as the potential risks involved if their records are not made available to health professionals involved in their Direct Care and;
 - 6.1.5 ensure fair processing notices are always in place.
- 6.2 The Rotherham Health and Care Interoperability Group, co-ordinated by NHS Rotherham CCG will employ a series of planned Rotherham-wide communications including information leaflets and posters at the point of care, which gives people the opportunity to opt-out of the programme if they so choose.
- 6.3 TRFT will manage the opt out process on behalf of partners. eForms and paper forms will be made available to individuals contacting TRFT requesting opt-out from the Rotherham Health Record and will be subject to identity verification before preferences are recorded within the Rotherham Health Record.

7. Information to be shared

- 7.1 Only information that is necessary, relevant and proportionate to the direct care purpose will be shared.
- 7.2 A list of information items to be shared can be found in Appendix B.
- 7.3 Not all users will have the same level of access to all the information items shared into the Rotherham Health Record. This will be restricted dependent on the requirements of individual staff roles as explained in the Access Control Policy in Appendix C.
- 7.4 Information of a highly sensitive nature will not be shared via the Rotherham Health Record. A list of excluded information items can be found in Appendix B.

8. Technical Security Measures

- 8.1 Information is available (on request) via a secure website (https). A secure certificate registered to TRFT is used for access to the Rotherham Health Record via HTTPS
- 8.2 The Rotherham Health Record only interrogates data from existing systems and does not retain any clinical patient information locally within the portal.
- 8.3 An opt-out database table will hold any patient identifiers where an opt-out request has been received. Opt outs are recorded in Rotherham Health Record database.
- 8.4 Audit trails are stored within the Rotherham Health Record. Each access to a record is registered to the identifiable portal account viewing the information. Audits can be run either by username (every click recorded including which record user has accessed) or by patient record (who has accessed that individual's record).
- 8.5 All information used for opt outs and audits is stored in a Microsoft SQL Server database on a Microsoft Windows Server based in the Computer Centre at The Rotherham NHS Foundation Trust premises. Access to the information can be internally within the Trusts own network or externally by one of the partner organisations listed above via firewalled infrastructure. No copies of records from the source systems are stored in the RHR (view only).
- 8.6 Audit trails will be retained in accordance with the Records Management Code of Practice for Health and Social Care 2016.
- 8.7 Information cannot be changed or amended in any way by the viewing organisation in the Rotherham Health Record and no clinical patient information is stored anywhere outside the originating organisation.

9. Responsibilities of Partner Organisations as Data Controllers

- 9.1 Each partner signed up to this Agreement is responsible for ensuring full compliance of all staff within their organisation to the terms and conditions of this Agreement.
- 9.2 Each partner will be an individual Data Controller and legally responsible for ensuring their processing of PCD is done fairly and lawfully in compliance with the data protection principles.
- 9.3 Each partner shall comply at all times with all applicable laws and regulations relating to the processing of personal information and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (ICO), the Department of Health (DH), General Medical Council (GMC) and other relevant regulators.
- 9.4 The Rotherham NHS Foundation Trust will be Data Controller in respect of the information relating to their patients shared with the Rotherham Health Record.
- 9.5 The Rotherham NHS Foundation Trust will also act as Data Processor in respect of their duties in the provision and hosting of the Rotherham Health Record on behalf of partner organisations.

- 9.6 Access to the Rotherham Health Record will be provided to health and social care professionals and their teams involved in the provision of direct care to patients in accordance with the Access Control Policy, issued as Appendix C of this Agreement.
- 9.7 TRFT will manage the user access management procedures, including the registration and de-registration of access, on behalf of the Rotherham Health Record partners.
- 9.8 All partners will work to the same level of information governance standards and comply with Level 2 of the Information Governance Toolkit.
- 9.9 All partners will undertake regular audits of the use of the Rotherham Health Record by their respective employees.
- 9.10 All partners will have policies and procedures in place to ensure that staff (including temporary staff, agency staff, contractors and students) who have access to the Rotherham Health Record have been trained and understand their legal and contractual duties for the protection and use of confidential information.
- 9.11 Each partner organisation will be responsible for maintaining data accuracy and completeness of records within their own source systems shared into the Rotherham Health Record and will have policies and procedures in place to ensure that information is of a quality fit for the purpose for which it is to be used; including being complete, accurate and up to date.
- 9.12 The Rotherham Health Record creates a view of information which will be used to inform decisions on which clinical care is based which is only correct at the time of viewing. Health and Care Professionals viewing information through the Rotherham Health Record must therefore make a note in the records of their own organisation's source system that the information has been obtained via the Rotherham Health Record to identify the source of evidence for any clinical interventions taken as recommended by the Records Management Code of Practice for Health and Social Care 2016².
- 9.13 Each partner organisation will ensure that technical and organisational security measures are in place protect the integrity, confidentiality and reliability of personal confidential information shared with the Rotherham Health Record via documented access controls, contracts of employment, codes of conduct, information governance policies and education and training programmes.
- 9.14 Each partner organisation will have in place policies and procedures for the management of individuals' rights under the Data Protection Act 1998 and forthcoming General Data Protection Regulation including the rights of access to information, the right to object to processing of personal information, the right to raise complaints.

² <https://digital.nhs.uk/article/1202/Records-Management-Code-of-Practice-for-Health-and-Social-Care-2016>

10. Data Processor Responsibilities of The Rotherham NHS Foundation Trust as Host

- 10.1 The responsibilities of TRFT in managing and hosting the Rotherham Health Record are documented in the Data Processing Contract issued as Appendix D of the Agreement.
- 10.2 Each partner organisation as individual Data Controller must have in place a signed Data Processing Contract in place between themselves and TRFT as Data Processor in line with the requirements of the Data Protection Act 1998 and forthcoming General Data Protection Regulation.
- 10.3 TRFT will notify partner organisations as soon as possible of any changes made to the Rotherham Health Record, and any outages, either planned or otherwise.
- 10.4 TRFT Service Desk will provide support to users of the Rotherham Health Record in terms of user account changes and password resets.
- 10.5 As per paragraph 6.3 of this agreement, TRFT will manage the opt-out process for the Rotherham Health Record.

11. Access to Information

11.1 Subject Access Requests

- 11.1.1 Under the Data Protection Act 1998 and General Data Protection Regulation, individuals have a right of access to information held about them.
- 11.1.2 Each partner organisation will have in place policies and procedures for the management of individuals' rights under the Data Protection Act 1998 and forthcoming General Data Protection Regulation including the rights of access to information, the right to object to processing of personal information, the right to raise complaints.
- 11.1.3 The Rotherham Health Record receives data only from existing systems and does not retain any clinical patient information locally. It is therefore the responsibility of individual partner organisations to respond to requests for information held by them in accordance with their own Subject Access Request procedure.
- 11.1.4 TRFT will direct requests for information held in source systems to the relevant partner organisation.
- 11.1.5 TRFT will respond to subject access requests relating to opt-out or audit records.

11.2 Requests for Access for Secondary Use

- 11.2.1 This Agreement, and the identified legal basis, only covers the use of the Rotherham Health Record by a registered health or social care professional or a member of their team involved in the direct care of an individual.

- 11.2.2 Information from the Rotherham Health Record should not be accessed directly, or passed to a third party not involved in the direct care (as per the definition in paragraph 4.2 of this Agreement) of the individual without first informing the individual patient and obtaining explicit consent unless an alternative legal basis has been identified and recorded.
- 11.2.3 Where an alternative legal basis has been identified, individuals should still be informed of the access unless to do so would compromise the purpose, such as in a criminal investigation or where information is accessed for a safeguarding purpose.
- 11.2.4 Any decision to disclose or access information via the Rotherham Health Record for a non-direct care purpose must only be taken by the partner organisation responsible for that information, seeking legal advice where necessary.

11.3 Freedom of Information Requests

- 11.3.1 The procedure for managing requests for information about the Rotherham Health Record made under the Freedom of Information Act 2000 will be approved by the Rotherham Interoperability Group.
- 11.3.2 Requests received under the Freedom of Information Act will be forwarded to NHS Rotherham Clinical Commissioning Group for central logging and management under the CCG's Freedom of Information Procedure.

12. Incident Management process

- 12.1 Each partner organisation must have in place a policy and procedure for the management and investigation of data breach incidents occurring through the use of the Rotherham Health Record, including data loss, unauthorised access and serious incidents requiring investigation as defined by the Health and Social Care Information Centre (known as NHS Digital) Checklist Guidance for Reporting, Managing and Investigating Information Governance and Cyber Security Serious Incidents Requiring Investigation³.
- 12.2 Such data breach incidents will be investigated and pursued through the respective partner organisation of the employee involved in the breach. Each partner organisation must therefore ensure that there are Human Resources policies and procedures in place to deal with staff involved.

13. Information Sharing Agreement

- 13.1 All partner organisations agree to act in accordance with the Common Law Duty of Confidentiality, Data Protection Act 1998 and the forthcoming General Data Protection Regulation and ensure that information is accessed and shared appropriately in line with the Caldicott Principles and the Health and Social Care Information Centre Guide to Confidentiality in Health and Social Care⁴.

³ [SIRI Reporting Checklist and Guidance](#)

⁴ [Guide-to-confidentiality-in-health-and-social-care](#)

- 13.2 All partner organisations agree to implement the requirements for fair processing specified in 6.1 of this Agreement to inform Rotherham residents of the Rotherham Health Record and its use in the delivery of direct care and providing them with the opportunity to opt out.
- 13.3 For the purposes of allowing the exchange of personal confidential information in the Rotherham Health Record for the provision of direct care to individuals, all partner organisations agree to the terms and conditions of this Agreement and will do so in accordance with the law and this Agreement, protecting individuals' privacy and confidentiality at all times.

14. Management and Implementation of the Agreement

14.1 Termination of Involvement by Partner Organisations

- 14.1.1 Partner organisations wishing to terminate involvement in the Rotherham Health Record and therefore their part in this Agreement must notify the Rotherham Health and Care Interoperability Group immediately.
- 14.1.2 TRFT will follow the termination of access process for organisations detailed in the Access Control Policy in Appendix C to ensure that access is revoked for all employees of the terminating organisation and that records within the source system of that organisation, of which the terminating organisation is Data Controller, are no longer shared into the Rotherham Health Record.
- 14.1.3 If a partner organisation terminates involvement in the Rotherham Health Record, information available to the public should be updated at the earliest opportunity. In addition the fair processing/privacy notices for each remaining partner organisation should be updated accordingly.
- 14.1.4 The Rotherham Health and Care Interoperability Group will update this Agreement to reflect the removal of the partner organisation and re distribute copies of the Agreement to existing partners.

14.2 New partner organisations signing up to The Rotherham Health Record

- 14.2.1 Requests from new partner organisations wishing to sign up to the Rotherham Health Record, and therefore this Agreement, must be directed through the Rotherham Health and Care Interoperability Group for approval.
- 14.2.2 TRFT will follow the sign up of new organisations process detailed in the Access Control Policy in Appendix C to ensure that access to information via the Rotherham Health Record is restricted appropriately dependent on roles.
- 14.2.3 If a new partner organisation signs up to the Rotherham Health Record, information to the public must be updated immediately. Fair Processing/Privacy notices of existing partners must be updated to reflect the new partner organisation.
- 14.2.4 Upon approval of the request from new partner organisations, the Rotherham Health and Care Interoperability Group will update this Agreement accordingly and redistribute the Agreement to existing partner organisations, and the new partner, for signature.

14.3 Rotherham Health and Care Interoperability Group

- 14.3.1 This Agreement will be managed by the Rotherham Health and Care Interoperability Group and will be reviewed on an annual basis, or earlier if required in line with changes to legislation or national guidance.
- 14.3.2 The Rotherham Health and Care Interoperability Group will approve any supporting documents, such as the Access Control Policy attached to this Agreement and will ensure they are reviewed on an annual basis.
- 14.3.3 Any changes made to either this Agreement, or the supporting documents, will be made in consultation with partner organisations and will be re-issued to partner organisations.
- 14.3.4 The review process of this Agreement will take into account any compliance issues with the Agreement brought to the Rotherham Health and Care Interoperability Group by any partner organisation, including concerns in relation to the sharing of information.
- 14.3.5 The review process will also take into account any compliance issues relating to the supporting documents and any difficulties reported by partner organisations in relation to fulfilling the terms and conditions of this Agreement.
- 14.3.6 The Rotherham Health and Care Interoperability Group will contribute to the development and approval of the central communications and engagement programme for the Rotherham population which will be managed by NHS Rotherham CCG on behalf of the partner organisations.

APPENDIX A - Partner Organisations

Name/organisation	Abbreviation
The Rotherham NHS Foundation Trust	TRFT
Rotherham Doncaster and South Humber NHS Foundation Trust	RDASH
Rotherham Metropolitan Borough Council	RMBC
Rotherham Hospice	RH
NHS Rotherham Clinical Commissioning Group	RCCG

GP Practices

Practice Name	NACS Number
Dinnington Group Practice	C87002
Woodstock Bower Group Practice (Dr A J Cole's Practice)	C87003
Kiveton Park Medical Practice (Dr D T Say's Practice)	C87004
St Ann's Medical Centre	C87005
Magna Group Practice (Drs TM Ahmed & N Nazir's Practice)	C87006
Stag Medical Centre (Dr S J Abbey and Partners)	C87007
Swallownest Health Centre	C87008
Brinsworth & Whiston Medical Centre	C87009
York Road Surgery (Dr S Vasan's Practice)	C87010
Broom Lane Medical Practice (Dr N A Patel's Practice)	C87012
Parkgate Medical Centre (Dr P G Thomas)	C87013
Treeton Medical Centre	C87014
Wickersley Health Centre (Dr Clarke & Partners)	C87015
Morthen Road Surgery	C87016
Clifton Medical Centre (Dr G B Peckitt's Practice)	C87017
High Street Surgery	C87018
Greenside Surgery (Dr C P Myers Practice)	C87020
The Village Surgery	C87022
Brookfield Surgery see Magna Group Practice (Dr Prabhu Shanmugam Practice)	C87023
Rawmarsh Health Centre (Dr S Chandran)	C87024
Market Surgery	C87029
Crown St Surgery (Dr M Venables)	C87030
Maltby Services Centre (Dr O P Shrivastava's Practice)	C87031
Greasbrough Medical Centre (Dr M H Husain OBE's Practice)	C87603
Thorpe Hesley Surgery (Dr J M Page's Practice)	C87604
Queens Medical Centre (Dr Z A Khan's Practice)	C87606
Shakespeare Road Personal Medical Services Centre (Dr A U H Goni's Practice)	C87608
Blyth Road Medical Centre (Dr G C Avery's Practice)	C87616
Manor Field Surgery	C87620
Broom Valley Road Surgery (Dr S Kacker's Practice)	C87621
Gateway Primary Care (The Gate Surgery)	C87622

APPENDIX B - List of information to be shared into the Rotherham Health Record:

Patient/Service User Demographics including NHS Number
Summary, including Current Problems, Current Medication, Allergies and Recent Tests
Problem view
Diagnosis view
Medication including Current, Past and Issues
Risks and Warnings
Procedures
Investigations
Examination (Blood Pressure Only)
Events consisting of Encounters, Admissions and Referrals
Open Nursing (from RMBC records)
Open Residential (from RMBC Social Care records)
Open Homecare (from RMBC Social Care records)
Open Shared Lives (from RMBC Social Care records)
Open Short Stay Residential Nursing (from RMBC Social Care records)
Open Supported Living (from RMBC Social Care records)
Current Open Service (from RMBC Social Care records)
Case Allocated (from RMBC Social Care records)
Allocated to Worker/Team (from RMBC Social Care records)
Number of Safeguarding Contacts (from RMBC Social Care records)

List of information excluded from being shared into the Rotherham Health Record:

Sensitive information like fertility treatments, sexually transmitted infections, pregnancy terminations and gender reassignment will not be shared into to Rotherham Health Record.

This includes:

- Hysterotomy and termination of pregnancy
- Dilation cervix uteri & curettage products conception uterus
- Curettage of products of conception from uterus NEC
- Suction termination of pregnancy
- Dilation of cervix and extraction termination of pregnancy
- Termination of pregnancy NEC
- Cervical Smear - Wart Virus
- Gonorrhoea carrier
- Venereal disease carrier NOS
- AIDS carrier
- Notification of AIDS
- Introduction of abortifacient into uterine cavity
- Treatment for infertility
- Genital herpes simplex
- Viral hepatitis B with coma
- Viral (serum) hepatitis B
- Viral hepatitis C with coma
- Viral hepatitis C without mention on hepatic coma
- Chronic viral hepatitis

- Unspecified viral hepatitis
- Cytomegaloviral hepatitis
- Acquired immune deficiency syndrome
- Human immunodeficiency virus resulting in other disease
- HIV disease resulting in cytomegaloviral disease
- Chlamydial infection
- Chlamydial infection of lower genitourinary tract
- Chlamydial infection of anus and rectum
- Chlamydial infection of pelvis/peritoneum and other genitourinary organs
- Chlamydial infection, unspecified
- Chlamydial infection of genitourinary tract, unspecified
- Human papilloma virus infection
- Papillomavirus as a cause of diseases classified to other chapters
- Syphilis and other venereal diseases
- Trichomoniasis - trichomonas
- Phthirus pubis - public lice
- HIV disease resulting/other infection+parasitic diseases
- Gender role disorder of adolescent or adult
- Dementia in human immunodeficiency virus (HIV) disease
- [X]Gender identity disorders
- [X]Gender identity disorder, unspecified
- Cystitis in gonorrhoea
- Prostatitis in gonorrhoea
- Prostatitis in trichomoniasis
- Chlamydial epididymitis
- Female chlamydial pelvic inflammatory disease
- Chlamydia cervicitis
- Legally induced abortion
- Illegally induced abortion
- Unspecified abortion
- Failed attempted abortion
- Complications following abortion/ectopic/molar pregnancies
- Failed attempted abortion
- Other specified pregnancy with abortive outcome
- Pregnancy with abortive outcome NOS
- Maternal syphilis in pregnancy/childbirth/puerperium
- Maternal gonorrhoea during pregnancy/childbirth/puerperium
- Other venereal diseases in pregnancy/childbirth/puerperium
- Laboratory evidence of HIV
- Complications associated with artificial fertilization
- Asymptomatic human immunodeficiency virus infection status
- Gonorrhoea carrier
- Hepatitis B carrier
- Hepatitis C carrier
- [V] Pregnancy with history of infertility
- [V] Admission for administration of abortifacient
- [V] In vitro fertilization

APPENDIX C – Access Control Policy



Access Control Policy
RHR.docx

DRAFT

APPENDIX D – Data Processor Contract



Data Processing
Deed for TRFT as Hos

DRAFT

APPENDIX E – Glossary

Caldicott Guardian: A senior person responsible for safeguarding the confidentiality of patient and service-user information and enabling appropriate information-sharing.

SIRO: Senior Information Risk Officer – takes ownership of the organisation's information risk policy, acts as an advocate for information risk at Board level.

Consent: The approval or agreement for something to happen after consideration. For consent to be legally valid, the individual must be informed, must have the capacity to make the decision in question and must give consent voluntarily.

Implied Consent: Only applies to the direct care of individuals. It refers to instances where the consent of the individual patient can be implied without having to make any positive action, such as giving their verbal agreement for a specific aspect of sharing information to proceed. Individuals should still be fully informed about the use of their information, and be given the opportunity to object, when relying on implied consent.

Direct Care: Defined by the Caldicott review as a clinical, social or public health activity concerned with the prevention, investigation and treatment of illness and the alleviation of suffering of individuals. It includes supporting individuals' ability to function and improve their participation in life and society. It includes the assurance of safe and high quality care and treatment through local audit, the management of untoward or adverse incidents, person satisfaction including measurement of outcomes undertaken by one or more registered and regulated health or social care professionals and their team with whom the individual has a legitimate relationship for their care.

Data Controller: Under the Data Protection Act 1998 defined as - a person (individual or organisation) who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed. Data controllers must ensure that any processing of personal data for which they are responsible complies with the Data Protection Act.

Data Processor: Under the Data Protection Act 1998 defined as - any person (other than an employee of the data controller) who processes personal data on behalf of the data controller.

Personal Confidential Data (PCD): Personal information about identified or identifiable individuals, which should be kept private or secret. Includes the Data Protection Act definition of personal data, but also includes deceased as well as living people. Also includes both information 'given in confidence' and 'that which is owed a duty of confidence' under the Common Law Duty of Confidentiality and includes 'sensitive data' (such as health information) as defined in the Data Protection Act.

Information Governance (IG): A framework related to how organisations and individuals handle information; it applies to sensitive and personal information, of employees, patients and service users, and also to information related to the business of the organisation, e.g. financial and accounting records. Information Governance ensures organisations to balance the complex requirements of Data Protection and Confidentiality laws with national Codes of Practice.

Processing Data: Anything that can be done with information including obtaining, recording or holding, adapting, altering, retrieving, using, disclosing, sharing, combining, blocking, erasing or destructing the information.

Sensitive Information: As per the Data Protection Act 1998 - personal data consisting of information as to the racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life of the individual or convictions or legal proceedings against the individual or allegations of offences committed by the individual.

General Data Protection Regulation (GDPR): The new EU Data Protection legislation which will replace the Data Protection Act 1998 in the UK on 25th May 2018. The UK Government has confirmed that the UK's decision to leave the EU will not affect the commencement of the GDPR.

DRAFT

Partner Signatories

We, the undersigned, confirm that the organisation that we represent will act in accordance with the terms set out in this Agreement:

Organisation	
Address	
Lead Officer for the RHR	
Contact Details	Email: Telephone number:
Authorised Signature (Caldicott Guardian/SIRO GP Partner Chief Executive Director)	
Printed Name and Role of authorised Signature	
Date	

Each partner organisation party to this agreement must complete the table above.

For each GP practice, the table should be completed and signed by a GP partner in the practice who is authorised to sign it on behalf of all the other GP partners in the practice.

A list of GP Practices and other partner organisations party to this Agreement is listed in Appendix A.

This page should be printed, signed, scanned and returned to the Head of Health Informatics at NHS Rotherham CCG: andrew.clayton@rotherhamccg.nhs.uk

All parties will retain a copy of this Agreement