

Information Sharing Agreement

1. Between:

Sheffield CCG and Sheffield Mind

2. Definitions

See Annex A

3. Purpose, objectives of the information sharing:

The information is to be passed directly from the supported practices (belonging to Sheffield CCG) to Sheffield Mind to enable Sheffield Mind staff to facilitate uptake of annual physical health checks in the severe mental illness patient cohort.

Key performance measures will be an increase in the number of annual health checks completed at participating practices.

Sheffield Mind will evaluate the project. This will include:

- Identifying lessons learned
- Obtain feedback about impact/outcomes from people with learning disabilities who were supported by the project, their family carers, and participating practices.
- Considering the impact of the project on the take up of follow up interventions identified through the health check

4. Data Protection Impact Assessment (DPIA)

Drafting note: Article 35 makes Data Protection Impact Assessments a legal requirement for any processing that is likely to result in a high risk to the rights and freedoms of natural persons.

Yes - See Annex C for DPIA

5. Legal powers for processing the data/information

Article 9 lists the conditions for processing special category data:

(2)(h) Health or social care (with a basis in law)

For initial contact information supplied by the practice

All future information will be provided by the individual (or their legal representative) under Consent

Article 9 lists the conditions for processing special category data:

(2)(a) Explicit consent

6. Data Controller(s)

The legal data controller will be the practice who has responsibility for direct patient care. Sheffield CCG will provide an introduction between the Sheffield Mind team to the practice staff and will support with targeting, risk support and any service delivery problems that arise.

7. Data items to be processed

Data to be shared between GP and Sheffield Mind

Data Item	Justification
Name	Required for addressing individuals
Address	For postal contact
Telephone number	For telephone contact
Communication requirements	Accessible communication/reasonable adjustments (e.g. language; if patient is Deaf etc)
Family Carer details if applicable	Required for supporting/contacting individuals

8. Compliance with confidentiality and privacy rights

Common law duty of confidentiality

To comply with the law of confidentiality and assurances provided to patients at national level about how their data will be used, patient identifiable data should only be shared if one of the following criteria is met:

- the sharing is for the purpose of providing health and social care to the Data Subject (often called direct care);*
- The Data Subject has not yet given their informed and express consent. Consent will be sought at the first contact.*

Human Rights Act 1998 - Article 8

Is there any interference with Human Rights Article 8?

Not applicable

If yes, document why it is necessary and proportionate to do so

9. How will the data sharing be carried out?

- Who in each organisation will have responsibility for overseeing the Processing*

GP practice key contacts – see Annex B
(Name, organisation, position, address)

Sheffield Mind key contact

(Name, position, address)

- GP practices will provide Sheffield Mind with the details for any patients who have yet to have their health checks fully delivered.
- The limited data will be transferred from the practice to Sheffield Mind either:
 - In written form on site at the practice; and/or
 - Using agreed email processes (the data will be encrypted using WinZip and password protected)
- The limited data will be held securely by Sheffield Mind and only used to make contact.
- Sheffield Mind will keep operational records and only share those with the GP practice that is responsible for providing medical services.

10. Privacy notices – articles 13 & 14

- GPs as independent contractors are responsible for their own privacy notices. As such the CCG will advise them to add Sheffield Mind to their privacy notice for affected cohorts covered by this project.
- Sheffield Mind privacy notice – See Annex D

11. Specify the procedures for dealing with the exercise of subject rights under Chapter III of the GDPR, FOIA access requests, or complaints or queries, from Data Subjects and members of the public

If the organisations sharing information are Joint Controllers then this agreement must (under Article 26.1):

- *GP practices will be responsible for all clinical data and all legal implications derived from that.*
- *Sheffield Mind will be responsible for information that directly affects their ability to support the individuals. This will include any Subject access requests that individuals subsequently raise during the scope of the project. All personal data will be protected by Sheffield Mind and deleted after the project closes.*

12. Specify the retention period for the information to be shared

At the end of this time limited contract (given a short reporting period and any lessons learnt has been completed for the CCG) Sheffield Mind will securely destroy all data supplied by practices under this agreement.

13. Specify the process for deleting/returning/safely destroying the information when it is no longer required (this should include provision for notification of such deletion/destruction)

Sheffield Mind will retain no data once the final evaluation report has been completed.

14. Specify any particular obligations on all parties to the agreement:

Each organisation signed up to this Agreement will:

- 14.1. Comply with its obligations under the Data Protection Legislation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and comply with Data Guidance. The Parties acknowledge that once a Party has received data under this Agreement it will be responsible for ensuring that its own Processing of that data complies with this clause;
- 14.2. Use the information shared solely for the purposes identified and shall not Process the information for any other purposes;
- 14.3. Agree to treat the data received by them under the terms of this Agreement as confidential and shall safeguard it accordingly. Respect for the privacy of individuals will be afforded at all stages of Processing;
- 14.4. Notify the other parties to this Agreement of any breach of this Agreement (in particular paragraph 15.1) connected to the sharing of information under this Agreement within 24 hours of first suspecting the breach. This obligation extends to breaches concerning the systems on which the data shared under this Agreement are held, even if the data shared under this Agreement is not directly affected;
- 14.5. Notify the other parties to this Agreement of any complaint received from any person about the sharing of data under this agreement or any correspondence from the Information Commissioner or other regulator regarding the sharing of data under this Agreement; and
- 14.6. Assist each other, in responding to requests made under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 in relation to the information shared under this Agreement to ensure a co-ordinated and consistent response.

15. Specify any particular obligations on any individual Party:

Sheffield Mind will report back immediately to the CCG on any data loss event. They will also provide aggregated reports on numbers of patients assisted and numbers whom decline.

16. Data Protection Officers

Each Party shall notify the other Parties of the name, email address, and direct dial telephone number of any Data Protection Officer and promptly notify the other Parties of any changes to those details.

17. Commencement of Agreement

This agreement comes into force on the signature of both parties and is not expected to exceed 3 years.

18. Termination

Any Party may withdraw from this Agreement at any time by notifying the other Parties in writing that it will no longer be sharing data under this Agreement.

18.1. Without affecting any other right or remedy available to it, each Party may immediately terminate this Agreement by notice in writing to the other Parties if any other Party commits a material breach of any provision of this Agreement or any other Party repeatedly breaches any of the provisions of this Agreement.

18.2. On termination of this Agreement:

- (i) Any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, shall not be affected;
- (ii) The provisions of this Agreement which place obligations on the Parties in respect of the Processing of personal information shall continue in force and effect until such time as the Processing of the personal information received pursuant to this Agreement ceases;
- (iii) Without prejudice to the foregoing sub-clause, the provisions of this Agreement that expressly or by implication are intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect; and
- (iv) Each Party shall, at the request of any other Party, and promptly following that request, provide the other Parties of confirmation its compliance with sub-clause (ii) of this clause.

19 Variation

19.1 Any proposed changes to this Agreement, including the addition or removal of parties, the purposes of the information sharing, the nature or type of information shared or manner in which the information is to be Processed must be notified promptly to the Information Compliance/Governance leads so that the impact of the proposed changes can be assessed.

19.2 No variation of this Agreement shall be effective unless it is in writing and signed by all of the Parties to this Agreement

Information Sharing Agreement

Signatures

Signed on and behalf of: Sheffield CCG	
Name:	
Position:	
Signature:	
Date:	

Signed on and behalf of: Sheffield Mind	
Name:	
Position:	
Signature:	
Date:	

Annex A

Definitions

In this Agreement the following words have the following meanings:

Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Controller	shall take the meaning given in the Data Protection Legislation
Data Guidance	means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with the Data Protection Legislation (whether specifically mentioned in this Agreement or not) to the extent published and publicly available or their existence or contents have been notified to the Supplier by NHS England and/or any relevant Regulatory or Supervisory Body. This includes but is not limited to guidance issued by NHS Digital, the National Data Guardian for Health & Care, the Department of Health, NHS England, the Health Research Authority, Public Health England, the European Data Protection Board and the Information Commissioner;
Data Privacy Impact Assessment (DPIA)	shall take the meaning given in the Data Protection Legislation
Data Protection Legislation	means (i) the DPA 1998 (ii) the GDPR, the LED and any applicable national Laws implementing them as amended from time to time (iii) the DPA 2018 (iv) all applicable Law concerning privacy, confidentiality or the Processing of Personal Data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations
Data Protection Officer or DPO	shall take the meaning given in the Data Protection Legislation
Data Subject	shall take the meaning given in the Data Protection Legislation
Joint Controller	shall take the meaning given in the Data Protection Legislation
Personal Data	shall take the meaning given in the Data Protection Legislation
Process (and cognate terms)	shall take the meaning given in the Data Protection Legislation
Processor	shall take the meaning given in the Data Protection Legislation
Party	A party to this Agreement

Regulatory or Supervisory Body

means any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party and/or Staff must comply or to which it or they must have regard, including:

- (a) CQC;
- (b) NHS Improvement;
- (c) NHS England;
- (d) The Department of Health;
- (e) NICE;
- (f) Healthwatch England and Local Healthwatch;
- (g) Public Health England;
- (h) The General Pharmaceutical Council;
- (i) The Healthcare Safety Investigation Branch;
- (j) Information Commissioner;
- (k) European Data Protection Board;

Special Categories of Personal Data

As defined in Article 9 of the GDPR - Personal Data revealing:

- a. racial or ethnic origin
- b. political opinions
- c. religious or philosophical beliefs
- d. trade union membership
- e. genetic data or biometric data identifying a natural person
- f. data concerning health
- g. data concerning a natural person's sex life
- h. data concerning a natural person's sexual orientation

- (a) Reference to any legislative provision shall be deemed to include any statutory instrument, bye law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re- enactment, amendment or replacement of the same.
- (b) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- (c) References to clauses and Schedules are to be clauses and Schedules to this Agreement.

Annex B - GP practice key contacts

*Who in each organisation will have responsibility for overseeing the Processing -
(Name, position, address)*

1.

2. ---

3. ---

Annex C - DPIA

Annex D – Sheffield Mind Privacy Notice

[Privacy Policy | Sheffield Mind](#)

[Data Protection Number: Sheffield Mind](#)