

Regional Health and Social Care Information Sharing Agreement

Data Flow – KX000002 – TVS and Oxfordshire GP Data:
Schedule K – Processing and Sharing Specification (signature required)

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Schedule K – KX000002 – TVS and Oxfordshire GP Data

Sharing Requirement Identifier:	KX000002
Sharing Requirement Name:	TVS and Oxfordshire GP Data
Sharing Requirement Start Date:	01 November 2022
Sharing Requirement End Date:	30 April 2028
Sharing Organisation:	{{!org_es_:font(name=calibri,size=10)}}
Direct Care or Other Uses:	Direct care and other uses
Risk Sharing and Indemnity:	In scope for Oxfordshire
Sharing Data Controllership:	Joint control with Frimley Health NHS Foundation Trust as lead controller
Data Processor(s):	Graphnet - System C - Microsoft
Status:	Active
Version:	v1

Summary of the Processing and Sharing Requirement Purpose

The aim of this project is to create a shared care record service for the Thames Valley and Surrey (TVS) area to meet the needs of Thames Valley and Surrey residents irrespective of where their care is delivered (for example to support Cancer care pathways or TVS LHCR).

This schedule to the Regional Health and Social Care Information Sharing Agreement describes that this processing is implemented through Graphnet CareCentric.

Background for Information Sharing

In 2013, Dame Fiona Caldicott's "Information Governance Review: Information: To share or not to share?" introduced the seventh Caldicott principle:

"The duty to share information can be as important as the duty to protect patient confidentiality".

This seventh principle encourages teams of professionals providing Direct Care for a patient, client or service user to share information across professional or organisational boundaries to maximise safety and quality of care.

The Health and Social Care (Safety and Quality) Act 2015 put in place statutory support for the seventh Caldicott Principle. It makes it clear, that unless an individual objects, when information can be lawfully shared between health or adult social care commissioners or providers for purposes likely to facilitate the provision of health services or adult social care and are in an individual's best interests, then it must be shared.

The TVS shared care record is in operational use including persisted data and analytics capabilities, which has been supported by the TVS governance and operations capabilities. This release is giving Oxfordshire partners and those who already have access to TVS Prime the ability to be able to see the information that is associated with that patient / citizen from Oxfordshire (where they have a legitimate relationship with for the purposes of direct care, and to their individual role access level)

Release 3: Shared Care Record for Oxfordshire

The Five Year Forward View includes the triple aim of "improved outcomes, value for money and a better experience for our citizens". Our vision for Oxfordshire is that to plan, deliver and evaluate the best care for a person we need to ensure professionals have the best data available to them at all times. To bring data together we are implementing technologies called CareCentric and CareFlow Connect from the Graphnet and System C Alliance and EMIS Clinical Services from EMIS.

Working across county borders

Buckinghamshire, Oxfordshire and Berkshire West ICS is part of the Thames Valley and Surrey (TVS) Local Health and Care Record (LHCR) programme. Buckinghamshire and Berkshire West are already integrated into the TVS LHCR.

This version of the LHCR sharing arrangement includes sharing data with organisations throughout TVS. This will allow information about the Oxfordshire population to be accessible across TVS for direct care purposes through the TVS LHCR shared care record to which the shared care record will be linked. This will support the provision of direct care outside of Oxfordshire's borders, for example A&E attendances in other counties.

The integration of Oxfordshire organisations into the TVS LHCR will mean:

- TVS organisations can access data about non-Oxfordshire patients who have been seen in Oxfordshire (e.g. OUH)
- Oxfordshire organisations can see information about patients from across TVS e.g. patients from Berkshire, Buckinghamshire, etc.

Data access will be restricted to those organisations that have a legitimate relationship with the patient regardless of where the patient is from.

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The data in LHCR will also be used for all the purposes listed below in **Purpose for sharing**.

Definition of Direct Care

For the purposes of this sharing protocol 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. It includes supporting individuals’ ability to function and improve their participation in life and society. It includes the assurance of safe, high-quality care and treatment through local audit, the management of untoward or adverse incidents, person satisfaction, health or social care professionals and their team with whom the individual has a legitimate relationship for their care.” Department of Health (2013) “Information: To share or not to share? The Information Governance Review”

Description of data flow

Thames Valley and Surrey Shared Care Record sits on Graphnet’s CareCentric platform where data is stored, created, updated, processed, analysed and reported on. Data is flowed securely from care providers to the CareCentric platform – see figure on page 8. Note that not all data items will be available to begin with as not all the data is collected yet in the source organisation.

Each organisation participating in the LHCR is a Joint Data Controller with the responsibilities of a Data Controller. **Each Data Controller signs on their own behalf. The ICB will not sign on behalf of another data controller.**

Principles of this joint processing and sharing specification are that in all cases and without exception:

- Each provider of information will implement the secure data flow to CareCentric to upload their data to CareCentric;
- The individual's wishes (opt-out) are adhered to according to codes recorded in GP Practice records (and elsewhere such as Mental Health). Each Data Controller will also process its own opt outs, objections and exclusions. For instance if a patient objects to their data being uploaded from a provider, then that provider will have responsibility for not loading that patient’s data into the LHCR;
- A care professional will only see the part of the shared care record data that is appropriate for the role that they are fulfilling at that time;
- Each organisation will be in control of the data that they share;
- Data is secured when being sent (transmitted) and when viewed.

Information Asset Owner sharing data

	<p>The organisations sharing data on the TVS LHCR are acting as Joint Data Controllers. A lead data controller will provide the administrative functions on behalf of the Joint Data Controller, such as coordinate responses to subject access requests, oversee data processor responsibilities, undertake audit of LHCR use. (Each Data Controller will retain their accountabilities for their data that is not part of the LHCR).</p> <p>Each Information Asset Owner (GP Practices, Hospital Trusts, etc) will be responsible for its own audits of the system.</p> <p>The lead data controller for TVS LHCR is Frimley Health NHS Foundation Trust.</p>
	<p>The lead data controller will be responsible to the LHCR joint data controllers and represent them at TVS LHCR level.</p> <p>Through the lead data controller and this data sharing agreement, the LHCR joint data controllers will hold the contract holders with Graphnet, currently Frimley Health NHS Foundation Trust (FHFT) to account for actions of the LCHR data processor(s).</p> <p>For the purposes of this sharing schedule the sharing organisations may determine the purpose and use of the personal confidential data including creating, editing, archiving and deleting the data.</p> <p>The sharing organisations are all organisations of all classes that have:</p> <ol style="list-style-type: none"> 1. Signed the Regional Health and Social Care Information Sharing Agreement; and 2. Signed a copy of this Schedule to the Regional Health and Social Care Information Sharing Agreement. <p>Any changes to the list of sharing Data Controllers will be notified to the members of the Regional Health and Social Care Information Sharing Agreement.</p> <p>Additions to the list of joint data controllers will be authorised by the TVS IGSG subject to the prospective organisation meeting qualifying standard criteria defined for the Regional Health and Social Care Information Sharing Agreement. The qualifying standard criteria are largely those associated with satisfactorily meeting the requirements of the NHS Data Protection and Security Toolkit.</p>
	<p>The user organisations are all organisations of all classes that have:</p> <ol style="list-style-type: none"> 1. Signed the Regional Health and Social Care Information Sharing Agreement; and 2. Are a type of beneficiary organisation listed below. <p>Any changes to the list of Data Controllers able to access My Care Record will be notified to the members of the Regional Health and Social Care Information Sharing Agreement.</p> <p>The following types of beneficiary organisations are in scope of data sharing:</p> <ul style="list-style-type: none"> • 111 • Acute Care providers • Ambulance Service • Care Homes • Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board • Community Healthcare Providers • Unitary Authority / County Council / District Council / Local Authority • GP practices and GP Out of Hours (OOH) • Hospices • Mental Health • Primary Care Networks* • Public Health organisations • Urgent Care Centre

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	<ul style="list-style-type: none"> The individual themselves, for example through NHS Online, the NHS App, Patient Access, Personal Held Record etc. <p>* PCNs are not legal entities and not joint data controllers but are included here as they represent recognised primary care organisations that will have a role in local health and care provision. A PCN will be involved in accessing the data from their constituent GP practices for the uses listed in this schedule. PCNs execute their functions through the lead organisation for the PCN.</p> <p>Note: that combinations are permitted e.g. “Community & Mental Health Trust” and Branch sites are included in a parent organisation (for example General Practice across multiple sites)</p> <p>Note: that this list is expected to expand to include Prisons and Education.</p>
	<p>Graphnet Health Limited is the Data Processor for the TVS LHCR</p> <ul style="list-style-type: none"> Graphnet/System C contract with Frimley Health NHS FT (FHFT) on behalf of TVS LHCR <p>EMIS Health is the Data Processor for the GP Practices in Oxfordshire</p>
	<p>Other organisations involved, but not data controllers:</p> <ul style="list-style-type: none"> NHS Digital as provider of <ul style="list-style-type: none"> o Patient Demographics PDS, SDRS or NHAIS o Other national datasets as required (for example National Record Locator and National Event Management) o NHS Login, NHS Identity Citizen ID or equivalent Thames Valley regional initiatives <ul style="list-style-type: none"> o Thames Valley Cancer Care Alliance o Thames Valley and Surrey Local Health and Care Records (LHCR) South Central & West CSU Child Health Information Services (CHIS)

Information Asset Owner receiving data

	<ul style="list-style-type: none"> Graphnet Health Limited Including “System C and Graphnet Care Alliance” All Information Asset Owners who share data are also receivers of data.
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Purpose for sharing

	<ul style="list-style-type: none">• For provision, delivery, management and tracking of Health, Social Care and Public Health (Direct Care);• For planning and forecasting needs of care and variances to ensure that needs are understood, planned for, and met (Direct Care);• For Urgent and Emergency Care (UEC) wherever and however delivered (for example Ambulance) (Direct Care);• To enable care teams to be formed across the organisations (Information Asset Owners) participating in this Tier 2 agreement (Direct Care);• For enabling, managing and evaluating discharges from one organisation to another (for example from an acute bed to a social care bed) (Direct Care);• For forecasting, planning and targeting care using de-identified data (Population Health Management, de-identified data only);• For Safeguarding and implementing Digital Healthy Child (including but not limited to Child Health Information Service, CHIS)• For supporting safe care where people receive care across multiple geographical regions – at present Thames Valley and Surrey (Direct Care);• For sharing with the data subject (GDPR requirement), including through the Personal Held Record;• For audit, safeguarding and safety and to ensure the Confidentiality, Integrity or Availability of data (for example Cyber security) (GDPR requirement)
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Type of information

	<ul style="list-style-type: none">• Patient (NHS) and Client (Social Care) Records including data which is classified as:<ul style="list-style-type: none">○ Personal Data○ Personal Confidential Data○ Sensitive Personal Data○ Confidential patient information <p>Information will only be shared on the basis of a stated purpose listed above and will not be shared unless it meets one of those stated purposes.</p>
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Legal basis for sharing

The Common Law Duty of Confidentiality:

The Common Law Duty of Confidentiality requires that, where personal and private information has been confided, or where information is clearly confidential in nature, it should only be used for the purpose for which it was given and not be disclosed in a way that the individual would not reasonably expect without consent, an alternative lawful obligation or demonstrating overriding public interest.

The parties therefore agree that information shared under this agreement is disclosed in a way that the individual would reasonably expect and that it is included in transparency notices provided to data subjects.

Article 8 of the European Convention of Human Rights:

Article 8 of ECHR states that (1) everyone has the right to respect for their private and family life, home and their correspondence; and (2) there shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

The parties therefore agree that information shared under this agreement satisfies the above legal gateways and is scrutinised to ensure it is necessary and proportionate in achieving the lawful purpose.

General Data Protection Regulations:

It is agreed that compliance with the Data Protection Act 2018 largely results in compliance with GDPR such that the DPA 2018 seeks to implement the Regulations barring some specific derogations. For the avoidance of doubt, the articles satisfied under GDPR are:

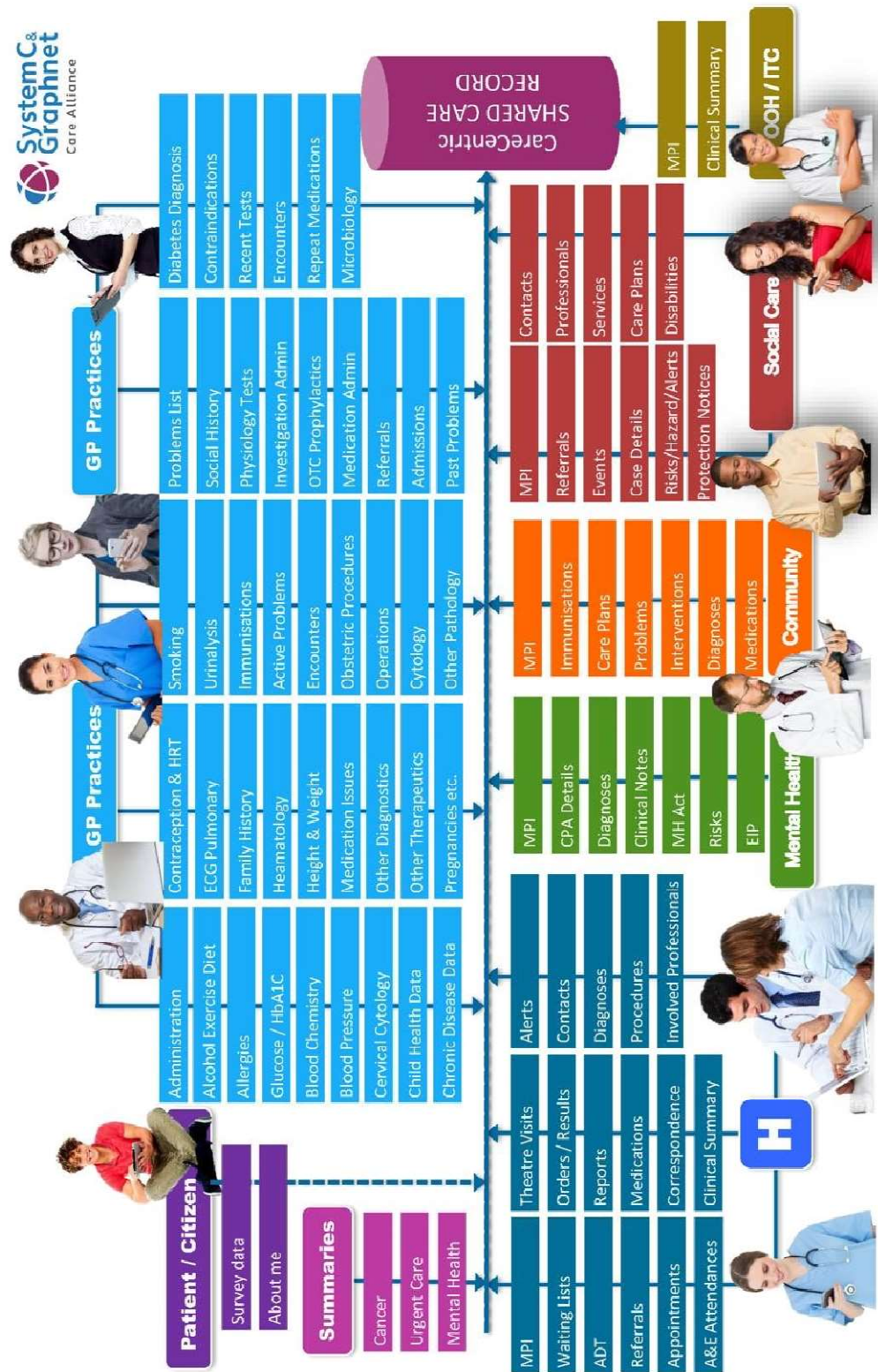
1. Obligations under social protection law Reference: GDPR Article 9(2)(b)
2. Medical diagnosis and treatment Reference: GDPR Article 9(2)(h)
3. The provision of Health and/or Social Care Reference: GDPR Article 9(2)(h)
4. The management of Health or Social Care systems Reference: GDPR Article 9(2)(h)
5. For the performance of a task carried out in the public interest or in the exercise of official authority. Reference: GDPR Article 6(1)(e)
6. Where sharing is required by law, for example the Children's Act 1989 requires information to be shared in Safeguarding cases Reference: GDPR Article 6(1)(c)
7. Protection of vital interests, for example to protect someone's physical integrity of life (either the individual or somebody else's) Reference: GDPR Article 6(1)(d)

Note: each participating organisation must include the details of participation in information sharing within their Privacy Notice (previously known as Fair Processing Notice).

SCW CSU provides a Privacy Notice for GP practices to use, including a section on LHCRs which can be adapted: [Privacy Notice/Fair Processing Notice \(scwcsu.nhs.uk\)](https://www.scwcsu.nhs.uk/privacy-notice/fair-processing-notice)

Data sets

See figure below. These data items may be updated if other organisations with different data items share their data. Partners will be kept up to date of such changes.



How will the data be transferred?

	<p>Data is collected and supplied via:</p> <ul style="list-style-type: none">• Computer to computer interfaces (APIs) over secure, encrypted, connections• Uploaded or transferred to Graphnet CareCentric via bulk processing and via regular reports (Extracts)• Via secure transfer, for example Secure File Transfer Protocol (SFTP)• By direct entry (for example care professionals or patients entering data into their PHR using their computer systems, websites or apps)
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How and where will the data be stored?

	<ul style="list-style-type: none">• Microsoft Azure UK datacentres in South London and Wales and System C (as sub-Contractor to Graphnet) secure UK datacentres in Manchester and Slough
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Limitations to use

	<ul style="list-style-type: none">• ICBs will not receive personal identifiable data (GDPR term is "personal data", Article 4 definition 1).• Data is explicitly not collected for the purposes of research, where research is something not related to Direct Care (as defined above) or for any purpose requiring ethics committee approval. <p>In order to ensure that GP Practices have the correct level of support as part of the project, GPs will not be asked to activate the agreement in EMIS unless and until the right assurances in terms of audit support and data security are provided and reviewed by the Practices' Data Protection Officer and the Oxfordshire Information Governance Steering Group.</p>
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How will the data be disposed of or destroyed on completion of this term?

	<ul style="list-style-type: none">• According to Schedule 11 Exit of the Graphnet Contract
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Data Protection Impact Assessment (DPIA)

The Data Protection Impact Assessment (DPIA) for this joint processing and sharing arrangement has been approved by the BOB IGSG. A copy of the DPIA can be found at <https://www.regisa.uk/documents/DPIA2025current.pdf>.

Agreement Implementation Status

On behalf of the Sharing Organisation I confirm that the information sharing arrangements described in this schedule are agreed and the information described in this schedule is to be made available to the User Organisations and individuals identified in this schedule starting on the Sharing Requirement Start Date and ending on the Sharing Requirement End Date.

Agreed by **{{!guardian_es_:font(name=calibri,size=10)}}** **}}**
as Caldicott Guardian / Designated Officer / Data Protection Officer, for and
on behalf of **{{!org_es_:font(name=calibri,size=10)}}** **}}**
{{!addr_es_:font(name=calibri,size=10)}} **}}**.

End of Schedule K

Reference:

{{!ForSigningSharingID_es_:font(name=calibri,size=10)}}
{{!ForSigningSharingName_es_:font(name=calibri,size=10)}} **}}**
{{!orgID_es_:font(name=calibri,size=10)}} **}}**
{{!org_es_:font(name=calibri,size=10)}} **}}**
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