



Data Sharing Agreement

September 2023

Contents

1	Introduction.....	4
2	Purpose and Objectives of Information Sharing.....	4
3	Data Controllers.....	5
4	Data Processors	6
5	Data Items to be processed	7
6	Legal Basis for Processing – Article 6 Condition: Personal data	10
7	Legal Basis for Processing – Article 9 condition: Special Categories of Personal Data	11
8	Individual Rights and Preferences	11
8.1	The right to be informed	11
8.2	The right of access	12
8.3	The right to rectification	12
8.4	The right to erasure:	12
8.5	The Right to restrict processing:	12
8.6	The right to object:	12
9	Compliance with duty of confidentiality or right to privacy.....	12
10	Transparency	13
11	How will the data sharing be carried out?	14
11.1	Key to numbering in Figure 1	14
12	Role based access.....	16
13	Security Audit.....	17
14	Patient Portal	18
15	Sub-processor access to data.....	18
16	Accuracy of the data being shared.....	19

List of Tables

Table 1 – List of Data Items to be Processed.....	7
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List of Figures

Figure 1 – The ‘To-Be’ Data flow.....	12
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1 Introduction

This document is the Data Sharing Agreement (DSA) for Health and Social Care Trusts, Business Services Organisation, Northern Ireland Ambulance Service and General Practitioners in the use of the encompass Electronic Health and Social Care Record.

This DSA is made on the [Insert date] between the following Health and Social Care Organisations;

- Belfast Health & Social Care Trust (BHSCT)
- Northern Health & Social Care Trust (NHSCT)
- South Eastern Health & Social Care Trust (SEHSCT)
- Southern Health & Social Care Trust (SHSCT)
- Western Health & Social Care Trust (WHSCT)
- General Practitioners (GPs)
- Business Services Organisation (BSO)
- Northern Ireland Ambulance Service (NIAS)
- Public Health Agency (PHA)

The scope of the DSA will be subject to change during the course of implementation, delivery and optimisation. Additional third-party organisations and sub-contractors may be included. These third-party organisations or sub-contractors will be subject to contractual clauses with specific reference to access to the encompass system. The scope of this DSA does not extend to Independent Sector Organisations ("ISPs"). Any access by ISPs shall be governed by separate data sharing documentation.

2 Purpose and Objectives of Information Sharing

Health & Social Care Northern Ireland (HSCNI) has undergone a number of reviews over the last decade. In all of the reports the authors highlighted the need to have a modern infrastructure to support safe high-quality care for our citizens. These reports also highlighted the need to move away from silos of information and services creating a flexible and agile system for a modern Health & Social Care (HSC) service.

encompass has been established to progress the digitally enabled transformation of HSCNI. The wider drive for transformation coincides with a recognised need for investment in modernising some of the key health and care information technology that underpins HSCNI services, such as HSCNI's Patient Administration Systems (PAS) and a need for investment in order to deliver new functionality supporting safety and quality of care, such as electronic prescribing in hospitals.

At the heart of encompass will be a new digital health and care record for every citizen, to be provided in partnership with a global supplier, Epic, and designed collaboratively with

staff and service users to work across the whole of Northern Ireland. The contract for the electronic health and care record solution was awarded to Epic in May 2020.

The purpose of this system is to create a single electronic health and care record to cover both health and social care which will be shared across Primary and Secondary Care in Northern Ireland. Irrespective of where the service user lives or which HSC facility they attend, the relevant HSC staff would have access to the relevant information. Access to service user information across the HSC enables safe, high quality and effective care to our citizens. Access to service user information is restricted to those who require access and information available is proportionate and appropriate to the job role of the member of staff.

The development of this single service user record holding a wider range of information will build on the progress made by the introduction of the Northern Ireland Electronic Care Record (NIECR) which brought together service user information from a number of clinical information systems. The single health and care record delivered by encompass will simplify how a health and care professional accesses the service user's record and has the potential to improve the accuracy and quality of the care delivered to our service users.

This DSA identifies the data controller and processor roles and responsibilities between BSO as the contracting authority for the encompass solution [REDACTED] and those HSC organisations which will participate in the use of the encompass solution.

This DSA does not cover the sharing of personal data for the following purposes:

- Data sharing for any secondary purposes such as service development, national audits or evaluation studies. This sharing should progress through the formal Data Access Agreement process.
- Research purposes – research projects should follow the Research Governance Framework for Health and Social Care in Northern Ireland.

Notwithstanding the above, for the purposes of clarity, information in relation to how data within the system will be used for such purposes is contained in Section 11 of this Data Sharing Agreement.

3 Data Controllers

These organisations are data controllers in their own right and are parties to this Data Sharing Agreement.

- Belfast Health & Social Care Trust

- 
- Northern Health & Social Care Trust
 - South Eastern Health & Social Care Trust
 - Southern Health & Social Care Trust
 - Western Health & Social Care Trust
 - General Practitioners (GPs)
 - Northern Ireland Ambulance Service (NIAS)
 - Public Health Agency (PHA)
 - Business Services Organisations 
- 

4 Data Processors

The following organisations act as processors and sub-processors as part of this Data Sharing Agreement.

For the purposes of this DSA, Business Services Organisation acts as the Data Processor.

[Redacted]

[Redacted]

Third party contractors and sub-contractors will act as a sub-processors for the purposes of this DSA as they require access to personal data [Redacted] to ensure the system is fit for purpose for each Go Live date.

[Redacted]

5 Data Items to be processed

A Data Protection Impact Assessment has been carried out and is continually under review by the encompass Information Governance Advisory Council [Redacted]
[Redacted] The data items to be processed include:

Table 1 – List of Data Items to be Processed

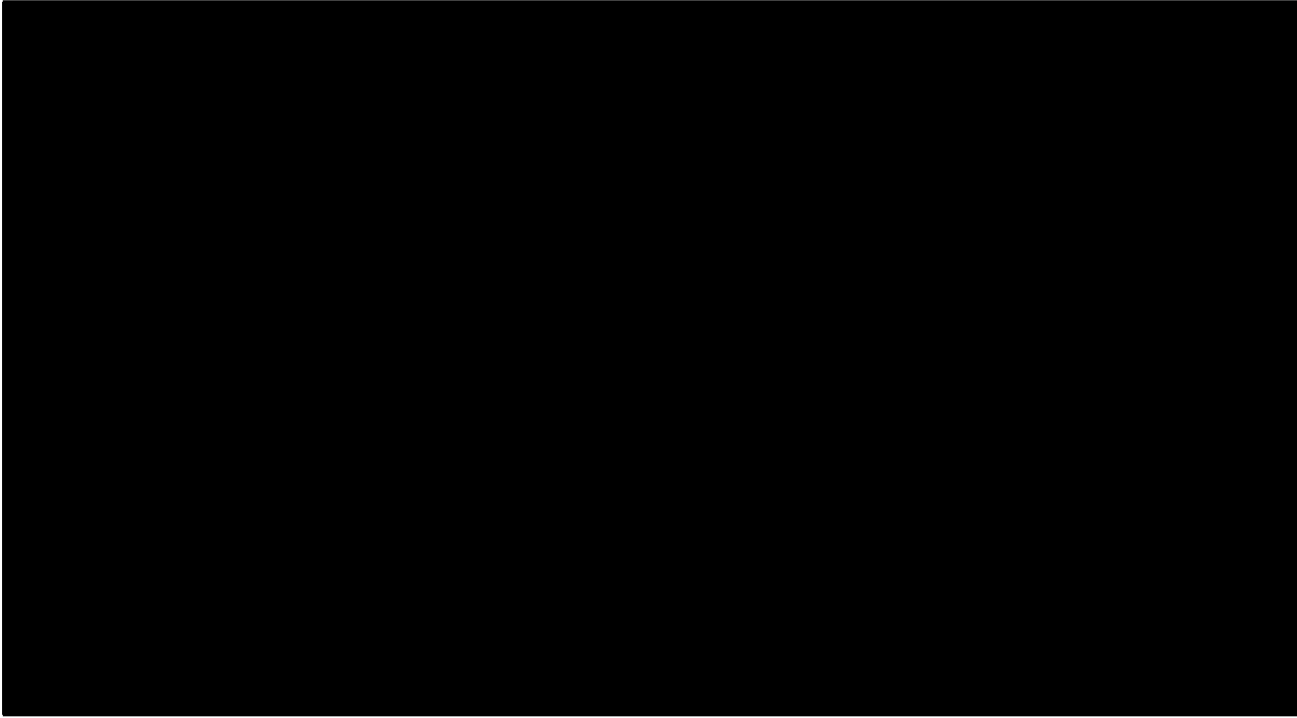
[Redacted Table Content]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



6 Legal Basis for Processing – Article 6 Condition: Personal data

For the processing of Personal Data to be lawful at least one of the conditions listed under Article 6 of the UK General Data Protection Regulation (UK GDPR) must be met. The statutory provision of Health and Social Care by the HSC organisations within Northern Ireland is outlined in the Health & Social Care (NI) Reform Act (2009) (as amended).

The conditions met within Article 6 are outlined below;

- (b) Performance of a contract: processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract. This condition is relevant to the processing of staff information only;
- (c) Legal obligation: processing is necessary for compliance with a legal obligation to which the controller is subject;
- (d) Vital interests: the processing is necessary to protect someone's life;
- (e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

7 Legal Basis for Processing – Article 9 condition: Special Categories of Personal Data

This DSA also provides for the sharing of Special Category information, in this case, health & social care information, ethnic or racial origin, religious beliefs & sex life or sexual orientation.

For the processing of Special Category information, it is necessary to identify a condition for processing under Article 9 of the UK GDPR. The conditions met within Article 9 are outlined below;

(c) Vital interests: (to protect the vital interests of the data subject, who cannot give consent (life or death situations)).

(g) Reasons of substantial public interest (with a basis in law): (which shall be proportionate to the purpose and, respect the essence of the right to data protection). In relation to this condition, the associated condition in paragraph 6 (Statutory etc. and government purposes) condition of Part 2 (Substantial public interest conditions) of Schedule 1 of the DPA 2018 is also met.

(h) Health or social care (with a basis in law): (preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services).

(i) Public health (with a basis in law): (protecting against serious internal or cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices).

(j) Archiving, research and statistics (with a basis in law): (archiving purposes in the public interest, scientific or historical research purposes or statistical purposes).

In relation to conditions (h) – (j) inclusive, the associated conditions in paragraphs 2 and 3 of Part 1 (Conditions relating to employment, health and research etc.) of Schedule 1 of the DPA 2018 are also met.

8 Individual Rights and Preferences

This section outlines how the rights of individuals, as outlined in the UK GDPR, will be met by the HSC organisations.

8.1 The right to be informed:

Each HSC organisation will retain their current responsibilities in relation to the right to be informed and publish a Privacy Notice, outlining the types of personal data they process and the reasons why they process this data. The Privacy Notice will also outline who the information is shared with any why and will details the contact details of the Department within the HSC organisation who they should contact to exercise their rights of access or rectification. [insert link to all privacy notices.]

8.2 The right of access:

Each HSC organisation will retain their current responsibilities in relation to rights of access and will publish on their Website and in their Privacy Notice contact details and the process to follow to request access to the data that the organisation holds about them. The Release of Information functionality within encompass will support this process.

8.3 The right to rectification:

Each HSC organisation will retain their current responsibilities regarding rectification of information and will publish on their Website and in their Privacy notice contact details and the process to follow to request the rectification of incorrect or inaccurate information.

8.4 The right to erasure:

The right to erasure will not apply for reasons of public interest in the area of public health in accordance with Articles 9(2) and 9(3) of UK GDPR.

8.5 The Right to restrict processing:

Each HSC organisation will retain their current responsibilities in relation to the right to restrict processing and will publish on their Website and in their Privacy notice contact details and the process to follow to request the restriction of processing. It is envisaged that this may potentially be applicable under 18(1)(a) of UK GDPR (“the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data”).

8.6 The right to object:

The legal basis for processing is Article 6 (1) (e) of UK GDPR and the subject will have the right to object but must provide their specific reason for doing so based on his or her particular situation. In the event of an objection, there will be a need to demonstrate “compelling legitimate grounds for the [continued] processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims”.

9 Compliance with duty of confidentiality or right to privacy

People using health and social care services in Northern Ireland are entitled to expect that information they disclose to care providers is treated confidentially. All HSC staff have a strong legal and ethical obligation to protect the information they have access to and

[REDACTED]

should not disclose the information unless there is a specified, justified and lawful basis to do so.

All HSC staff are bound by contracts of employment which clearly outline their legal responsibility of confidentiality under Section 170 of the Data Protection Act 2018. [REDACTED]

[REDACTED] all HSC staff undergo Information Governance Awareness training, which highlights their legal obligation as well as the common law duty of confidentiality. [REDACTED]

[REDACTED]

The Department of Health has issued guidance for all staff, the Code of Practice on Protecting the Confidentiality of Service User Information. This document clearly describes the Common Law Duty of Confidentiality in relation to Health & Social Care information and both staff and organisations obligations. Common Law is not written out in one document like an Act of Parliament, rather it is a form of law based on previous court cases decided by Judges. The general position is that if information is given in circumstances where it is expected that a duty of confidence applies, then that information should be treated confidentially.

HSC organisations are under an obligation to have organisational and technical controls in place to ensure access to systems or information is controlled and restricted to a need to know basis only. Compliance with this obligation is evidenced within the encompass solution by incorporating "Privacy by Design" into the configuration and implementation of this system.

Non-HSC staff [REDACTED]

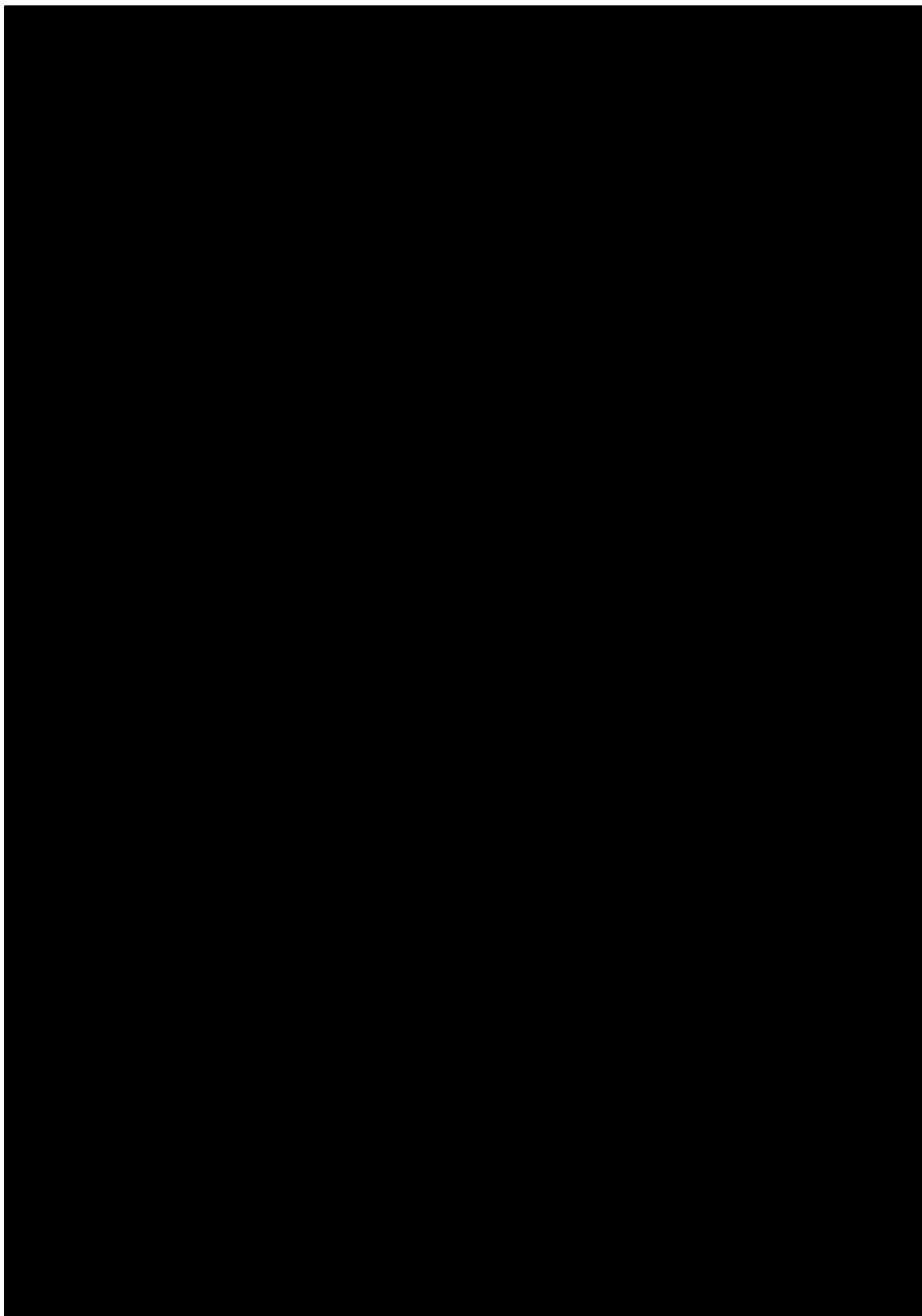
[REDACTED] are bound by contractual legal obligations in relation to confidentiality.

10 Transparency

HSC organisations ensure compliance with the Data Protection Principle of Transparency, by including reference to the encompass solution in organisational Privacy Notices. Encompass will develop a Privacy Notice and reference to encompass will be included in the BSO Privacy Notice.

Public facing information is provided as part of the encompass programme through engagement with Patient Public Involvement initiatives in conjunction with the Patient & Client Council and encompass communications group. The encompass communications strategy includes planned communications and engagement with service users, and the public. Information will be available on the various HSC organisations' websites, posters within public areas of HSC facilities and Patient Information Leaflets to ensure that citizens are aware of the sharing of information for the purposes of direct care.

11 How will the data sharing be carried out?



[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

12 Role based access

[Redacted]

[Redacted]

[Redacted]

13 Security Audit

[Redacted]

14 Patient Portal

Security and privacy measures at the patient portal level will be in place to safely facilitate service user access to selected health and care information from the encompass solution

15 Sub-processor access to data

In the course of providing implementation and support services, Epic staff may encounter personal data in the encompass solution (e.g. while troubleshooting an issue). Epic maintains a comprehensive information security management system

as required by UK laws including Data Protection Act 2018 and UK GDPR. Epic also holds ISO 27001:2013 accreditation for Information Security Management.

The contracting party (Epic Bristol Ltd) is a UK based entity

The UK will continue to recognise the adequacy of the EU

[REDACTED]

Model Clauses post Brexit. These clauses will be kept under review to ensure that they remain compliant with any changes resulting from amendments to UK GDPR or Data Protection Legislation.

[REDACTED] third party contractors and sub-contractors will have access to personal data. These parties are bound by contractual legal obligations in relation to UK laws including Data Protection Act 2018 and UK GDPR. These clauses will be kept under review to ensure that they remain compliant with any changes resulting from amendments to UK GDPR or Data Protection Legislation. [REDACTED]

16 Accuracy of the data being shared

In accordance with the ICO Data Sharing Code of Practice, each HSC organisation will consider the accuracy of the data held and shared. HSC Organisations will retain their responsibilities as Data Controllers for ensuring that their staff are trained on the importance of data quality and that appropriate operating procedures are in place. Where data is migrated into the encompass solution from legacy HSC systems, the data will be thoroughly tested to ensure it is accurately mapped to the data elements in the encompass solution.

[REDACTED]

17 Rectification of data that has been shared

Each Data Controller is responsible for the rectification of inaccurate or incomplete data, where they are the source of that information (data input). [REDACTED]

[REDACTED]

18 Retention and disposal requirements for the information to be shared

Records created within the encompass solution will be held in line with the retention periods outlined in the regional Records Retention Schedule (Good Management Good Records). Each record is categorised and will have a differing retention period, depending on the record category

19 Breach management

Each HSC organisation is subject to the requirements of Article 33 of the UK GDPR “notification of a personal data breach to the supervisory authority” and is therefore individually responsible for the reporting of a serious data breach to the Information Commissioners Office which involve the information to which they are the data controller. Where the data breach meets the criteria for reporting to the Information Commissioner’s Office this must be done within 72 hours. Any data breaches which may include data from another HSC organisation should be notified immediately so they can take any remedial action. HSC Organisations will provide all necessary and timely support and assistance to one another to ensure that all incidents are fully and properly investigate and issues addressed and lesson are learned and shared.

20 State what each organisation will be responsible for by the terms of this agreement

Each HSC organisation will be responsible for the reporting of data breaches or Cyber Security Incidents which impact on the encompass solution to the Information Commissioner’s office, or the Competent Authority in the case of the NIS Directive. The BSO, as Data Processor, will support and cooperate with the relevant HSC organisation to support any reportable incident.

21 Contacts – Information Governance (IG) and Personal Data Guardian

Details are outlined in Schedule 1.

22 Start date of the agreement

The start date for this agreement is [date to be inserted] (“Commencement Date”).

23 Review of the agreement

An annual review of this Data Sharing Agreement will be undertaken by the encompass Information Governance Council.

24 Ending the agreement

This DSA shall commence on the Commencement Date and shall continue in force until the End Date.

25 End date

This DSA shall subsist by agreement with all parties.

26 Signatories

GPs and relevant authorised signatories of other parties will sign off on this DSA.

Schedule – Contacts - Information Governance and Authorised Signatory

HSC Organisation	Authorised Signatory	Information Governance Lead
BHSCT	[REDACTED]	[REDACTED]
NHSCT	[REDACTED]	[REDACTED]
SEHSCT	[REDACTED]	[REDACTED]
SHSCT	[REDACTED]	[REDACTED]
WHSCT	[REDACTED]	[REDACTED]
Strategic Performance and Planning Group (SPPG)	TBA	[REDACTED]
BSO	[REDACTED] CEO	[REDACTED]
NIAS	[REDACTED] CEO	[REDACTED]
General Practitioners (GPs)	All GP Practices in Northern Ireland	All GP Practices in Northern Ireland
Public Health Agency	[REDACTED] Director of Public Health	[REDACTED]

Appendix - HSCNI Data Controller and Data Processing Memorandum of Understanding (MoU)



Appendix
(MoU).pdf

Signed for and on behalf of:

[Insert name and address of organisation]

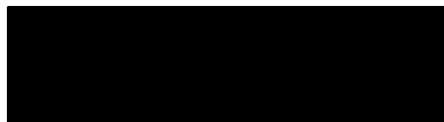
Name:



Position:

Chief Exec

Signature:



Date:

13/10/2023