



APPENDIX 2:

Information Governance Data Sharing Agreement

**Between
ICE Creates Limited**

**Oxfordshire Stop Smoking Service
And
Pharmacies**

Effective From: 01/02/2025

Effective to: 30/06/2025

DSA Ref. No: DSA003

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1. Introduction

1.1 General/instructions for completion

- 1.1.1 The aim of a Data Sharing Agreement (DSA) is to ask the who/why/where/when/what/how' questions to ensure compliance with legislation and guidelines.
- 1.1.2 Those Managers/Designated Persons negotiating this DSA will have to complete sections 2 to 6 inclusive.
- 1.1.3 Specialist support and advice should be obtained and incorporated into this document whenever appropriate; e.g. SIRO and Caldicott Guardian (Data Protection Officer if appointed)
- 1.1.4 If a signatory organisation believes that the responses to this agreement are already laid out in their existing policies and procedures documents then it would be sufficient to give a summary statement where appropriate with relevant cross-references. Those documents should then be made available to all other partners by whatever means are appropriate.
- 1.1.5 When responding to the questions raised within this DSA remember to clearly separate the needs and responsibilities of all partners.
- 1.1.6 On completion of the agreement a unique 'DSA Title' and 'Reference Number' will be allocated and detailed on the front sheet of the document where indicated.

1.2. Scope of the Data Sharing Agreement

- 1.2.1 The Data Sharing Agreement details the specific purpose(s) for information sharing, the group(s) of service users/employees it impacts upon, the relevant legislative powers, what data is to be shared, the consent processes involved (where appropriate), the required operational procedures and the process for review.
- 1.2.2 Parties to the DSA may only use the information disclosed to them for the specific purpose(s) set out in the document. They may not regard shared information as intelligence for the general use of their organisation unless they have defined and agreed this purpose within the agreement and have informed their respective service users of this use.
- 1.2.3 There may be a series of agreements and associated 'Operational Instruction's' between one or more partners that facilitates appropriate information sharing for a specific purpose(s).

1.3. Parties to the Data Sharing Agreement & Indemnity

- 1.3.1 The parties to the agreement are those that have signed the Declaration of Acceptance and Participation (DAP) at the end of this document – See Appendix A. This list, along with the details of each organisation's 'Designated Person(s)' Appendix B, will be updated and reissued on a regular basis.
- 1.3.2 By signing this document all of the parties agree to accept this Data Sharing Agreement and to adopt the statements and procedures contained within it and any associated documents as described at Section 5.

1.3.3 In addition, all parties undertake to indemnify each other against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings arising out of:

- failure to apply any of the statements or procedures set out in this Agreement or associated documents; *or*
- out of the use of information provided as a result of this Agreement and the associated Operational Instruction; *unless*
- the damage can be shown to arise as result of the original disclosure in which case the originating organisation must bear the consequences.

1.4 Operational Instruction

1.4.1 This DSA must be supplemented by individual service/sector specific 'Operational Instruction(s)' that communicates to appropriate practitioners the requirements arising from a Data Sharing Agreement.

1.4.2 It is the responsibility of the Manager(s), and/or 'Designated Person(s)', who have negotiated and agreed this DSA to produce the associated 'Operational Instruction(s)' and to ensure its dissemination and implementation.

1.4.3 The 'Operational Instruction(s)' should be kept as clear and succinct as possible and should not be excessive in length; it should be cross-referenced to other documents, regulations and guidance as appropriate.

1.5 Privacy, Confidentiality & Consent

1.5.1 It is the responsibility of the Manager(s), and/or 'Designated Person(s)', negotiating and agreeing this DSA to always have consideration of its impact on the privacy of service users/employees and to take account of their legitimate expectations and rights in regard to the use of their personal information. (*See this document Section 3*)

1.5.2 Therefore, this DSA must be accompanied by individual service/sector specific processes, guidance and documents that communicates to appropriate service users its impact upon them and should cover issues such as 'Fair Processing', 'Privacy, Confidentiality & Consent', 'Information Sharing', 'Subject Access' etc.

1.5.3 Where partner organisations are working with a common group of service users for the specific purpose(s) described in this DSA then an agreed set of cross-organisation standard processes and documents should be put in place. It is good practice to involve the appropriate service users in this development so as to ensure that they are designed to reflect their perspective rather than just that of the organisation/practitioner.

2. Operational Requirements

In order to share information there must be a defined and justifiable purpose(s) which supports the effective delivery of a policy or service that respects people's expectations about the privacy and confidentiality of their personal information but also considers the consequences of a failure to act.

2.1 Target Group

2.1.1. This agreement covers the sharing of personal and sensitive data relating to clients registered with the Stop Smoking Service, resident or working within the Oxfordshire County Council boundaries or registered to general practices in the Oxfordshire County boundaries that fall under the definition of priority groups as defined by the Service Level Agreement.

2.2 What is to be shared?

2.2.1 The information to be shared is related to individuals who have agreed to take part in the Stop Smoking Service commissioned by Oxfordshire County Council and ICE Creates Ltd. The data types include: -

- Data Capture for
- Referrals
- First Names
- LastName
- Email
- Telephone
- Postcode
- Deprivation Quintile
- Gender
- DOB
- Optional Ethnicity
- Created By User Name
- Adviser Dealt With
- Outcome Date
- Referral Reason
- NRT

2.3 Purpose of Information Sharing

2.3.1 The purpose of the information sharing is to improve the health and wellbeing of clients within the Stop Smoking Service in Oxfordshire.

2.3.2 The information shall only be used in accordance with the specific purpose as defined in the service level agreement, that it is provided for and will be at all times treated as confidential and handled in a secure manner.

2.3.3 The information must not be used for any of the following:

- Advertising, Marketing & Public Relations
- Trading/sharing in personal information

- Research, unless this has been approved and explicit consent obtained

2.4 Legal Basis for Information Sharing

2.4.1 The Data Protection Act (1998) (and its replacement in UK Law based on the General Data Protection Regulation on 25th May 2018) allows the sharing of person identifiable information.

The ICO Data sharing code of practice¹ states: -

Key points to consider:

- Do you think you should share the information?
- Have you assessed the potential benefits and risks to individuals and/or society of sharing or not sharing?
- Do you have concerns that an individual is at risk of serious harm?
- Do you need to consider an exemption in the DPA to share?

Dependent on the data flow and systems configuration the options for data sharing will include: -

- ICE Creates will be a Joint Data Controller with the Data Sharing Partner

¹ <https://ico.org.uk/for-organisations/guide-to-data-protection/data-sharing/>

3. Privacy Impact Assessment

3.1 Privacy & Confidentiality

3.1.1 The minimum amount of service user identifiable information that will be shared includes: -
Data Capture for

- Referrals
- First Names
- Last Name
- Email
- Telephone
- Postcode
- Deprivation Quintile
- Gender
- DOB
- Optional Ethnicity
- Created By User Name
- Adviser Dealt With
- Outcome Date
- Referral Reason
- NRT

3.2 Consent

3.2.1 Consent will be obtained from the data subjects by ICE Creates Limited and or sub-contractors and will be recoded in a readily available specific consent register or as part of the general functionality of patient management systems

3.2.2 If consent is required notification of will be made available to any party covered by this agreement upon request. Consent will remain valid only for either the duration specified on the consent form or for the period required to complete the service.

3.2.3 The General Data Protection Regulation (GDPR) will replace the current Data Protection Directive: - (95/46/EC) in May 2018 and include new rights and protections for data subjects such as:-

- The right to access (via the Subject Access Request Policy of ICE Creates Limited and the Subcontractor's equivalent policy)
- The right to rectification (via written or emailed record rectification request)
- The right to object (via written or emailed processing objection request)
- The right to restriction and notice (via written or emailed record processing restriction request)
- The right to be forgotten (via written or emailed record data record erasure request)
- The right to data portability (via written or emailed record data portability request)

3.3 Awareness & Rights

- 3.3.1 Service users/carers/guardians should be as fully informed as soon as possible and understand to what use the information that is collected about them is being made. This will be achieved using a privacy notice.
- 3.3.2 Subject access requests will be dealt with by the data controller in accordance with the provisions of the Data Protection Act (1998) (and its replacement in UK Law based on the General Data Protection Regulation on 25th May 2018)
- 3.3.3 Complaints will be dealt with in accordance with the organisation's Complaints Policy or subcontractor complaints policy)

4. Information Sharing Procedures & Processes

4.1 Contacts

4.1.1 The following groups of individuals within the programme's stakeholder organisations will have access to the data to be shared:-

- ICE Creates Limited
- Pharmacies signed up to the PGD

4.1.2 Enquiries regarding this Data Sharing Agreement should be directed to:

Information Governance Lead, ICE Creates Limited

4.2 Methods of Requesting & Transferring Information

4.2.1 Transfers of information will be made in the following way:

Eligible clients will be provided with a completed NRT/Champix voucher to take to a sub-contracted pharmacy.

Client information will be taken and inputted into PharmOutcomes for the purposes of providing NRT/Champix to the client and for the purposes of making a claim for Drug costs and consultation fees.

The monthly reporting to commissioners and DoH will contain anonymized data, but ICE will have access to the underlying PCD data. The report will include: -

1. monthly/quarterly reporting of outcomes and KPI's
2. monitoring of sub-contractor performance, including data quality and
3. calculate of monthly PO's to be issued to the subcontractors for invoicing purposes
4. Development of DoH returns including trend data

4.2.2 Best endeavours will be made by both parties to ensure the security of transfer, where equipment or services are used in the transfer of this information it is the responsibility of both parties to assess the risks involved of the method of transmission and take reasonable steps to minimise these.

4.2.3 In line with Department of Health recommendations, the use of e-mail for transmitting person identifiable or other sensitive information is not allowed unless it is encrypted to standards approved by the DoH. E.g. by use of NHS.Net to NHS.Net secure email

4.2.4 In line with Department of Health recommendations, the use of laptops or other portable media for storing/transferring person identifiable or other sensitive information is not allowed unless it is encrypted to standards approved by the DoH.

4.3 Frequency of Transfer

4.3.1 Transfer of information will occur on a daily basis

4.4 Methods of Recording & Holding Information

4.4.1 Hard copy information must be held in a secure area with restricted access;

Electronic information must be appropriately protected by limited access to those professionals involved in the process for the duration they are required to be involved, will be accessed by use of passwords, encryption or other approved method. The information will only be held for the duration covered by the consent or for the duration required by a relevant Act of Law.

4.4.3 Security of the Overall Systems

The data is held securely and separately in both systems, data transfer is made by secure email

Reporting will be provided to the commissioner and to DoH which will contain anonymised data

4.4.4 Partners will take steps to avoid any breach (intentional or otherwise) or disclosure to third parties outside the remit of this Agreement. Breaches must be reported through that organisation's Incident reporting procedures, fully investigated and a report provided.

4.4.5 Any Serious Untoward Incidents occurring within the scope of the information provided under this agreement must be reported to the participating organisation within 1 day of the incident occurring. The SUI must be fully investigated. NHS England reserves the right to be informed at every stage of the investigation. Disciplinary action will be the responsibility of the organisation where the incident has occurred. This agreement will be reviewed in light of any lessons learnt from such incidents.

4.5 Right of (Practitioner) Access to Information

4.5.1 Information will only be accessible to those authorised by this agreement or for whom it is essential to access the information to complete the purpose of the sharing.

4.5.2 Partner organisations must have confidentiality clause within staff contracts of employment and or require staff participating in this agreement to sign confidentiality agreements. Staff must have current CRB checks where agreements require the sharing of sensitive data and in particular children's data

5. Management Procedures & Processes

5.1 Adoption, Dissemination & Implementation

- 5.1.1 Copies of this agreement will be given to all signatory organisations concerned. A master copy will be held by the IG Lead. The IG Lead will support any changes or amendments to this agreement.
- 5.1.2 This Data Sharing Agreement will be adopted by the signatory organisations. Key staff will be identified in each organisation to ensure that the protocols in this agreement are adhered to.
- 5.1.3 Dissemination of this agreement to key staff will be the responsibility of each of the signatory organisations.
- 5.1.4 Where training needs are assessed and identified to meet the requirements of this agreement, each organisation will ensure that the resource is made available to staff.

5.2 Information Governance

- 5.2.1 All signatories to this agreement must have appropriate Information Governance Policies in place that will state the legal, ethical and professional obligations to protect service user/employee information.
- 5.2.2 Signatories to this agreement must ensure that all staff, contractors or other third parties who are involved in the handling of information covered by this agreement receive appropriate Information Governance training.
- 5.2.3 This DSA will be overseen by the 'Designated Person'. Its content and the level of adherence to its principles and requirements will be reviewed at regular periods and any issues or changes will be dealt with by the 'Designated Person' and a nominated representative from the signatory organisations.

5.3 Monitor & Review Process

- 5.3.1 Review of this agreement will be overseen by the IG Lead with reference to the signatory organisations on a regular basis and in particular if there are changes to the agreed purpose or processes. It will also be reviewed whenever there are changes to legislation or guidelines that may affect the sharing of the information covered by the agreement.
- 5.3.2 Staff are required to report any adverse incidents that may affect the validity of the statements in this agreement and any breaches of security or confidentiality.
- 5.3.3 Any queries relating to this agreement should be addressed to the Information Governance Officer.

6. Associated Documents

ICE Creates Limited and Pharmacy - Service Level Agreement

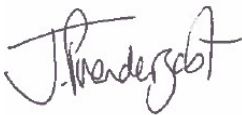
ICE Creates Limited and Pharmacy – PGD

7. Effective Date

- 7.1 This DSA is considered to be effective following signature of all parties and from the date on the front page of the agreement unless prior authorisation to share has been approved by the Caldicott Guardian.

Appendix A - DECLARATION OF ACCEPTANCE & PARTICIPATION

Signed by, for and on behalf of:

Organisation	ICE Creates Ltd
Name	Jayne Prendergast
Position	Caldicott Guardian
Contact Details; - Phone No - E-mail	0151 647 4700 07969 720 769 jayne.prendergast@icecreates.com
Signature	
Date	23-3-2018

Organisation	
Name	
Position	
Contact Details; i.e. - Phone No - E-mail	
Signature	
Date	

Appendix B - List of Signatory Organisation's & their Designated Person(s)

Partner organisation	Designated Contact for this information sharing	Contact details Include Telephone Number & E-Mail Address

