# Information Sharing Agreement (ISA)

An ISA is intended to provide the participating organisations/departments confidence in sharing information and all parties will operate to a common standard that complies with current and relevant legislation and guidance, in line with the (insert hospital) overarching Information Sharing Protocol. Please return the completed form to XXXX

1.0 Have the participating parties undertaken a Data Protection Impact Assessment to evaluate the potential risks involved in the sharing of the Personal Data? If so, please embed a copy here. If not, please explain why it was not considered necessary to do so.

2.0 What is the title of the Information Sharing Agreement?

High Intensity Use Service XXX

3.0 Which organisation (BSUH or WSHFT) and which department will be sharing the information?

(insert hospital) Business Intelligence Team

4.0 Who will be the recipient of the information?

5.0 What information will be shared?

The following ED systems data will be shared for the top 250 patients per quarter with the highest A&E attendance who have attended A&E more than 5 times in the last 12 months and have attended within the last 3 months:

* NHS Number
* Name
* DoB
* Age
* Address
* Telephone number
* GP practice
* CCG code
* Arrival mode
* Warning flag information
* Presenting complaint
* A&E attendance in the last 12 months
* A&E attendance in the last 3 months
* Non-elective admissions in the last 12 months
* Non-elective admissions in the last 3 months
* Date of last A&E attendance

6.0 What will be the business rationale for sharing the information?

The High Intensity Use (HIU) service offers an innovative way of reducing frequent user activity, (primarily to A&E and non-elective admissions) through identifying any underlying, previously unidentified unmet social needs that are impacting on health and wellbeing. NHSE mandated all CCGs to set up a service that supports this cohort by the end of 2020. Over 125 such services currently operate across England and are making a significant difference to the wellbeing of this cohort and improving capacity within secondary care and links to community-based services. (insert area) have commissioned XXX to deliver an HIU Service for 24 months (starting XXX). There is an opportunity to make a significant impact for patients, in this cohort.

7.0 To legally share Personal Data, at least one GDPR Article 6 criteria must be met. Please refer to Appendix 1 and enter the relevant criteria below:

1a. The Data Subject has given consent to the processing for specific purposes

1e. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Data Controller.

8.0 To share Special Categories of Data (see Appendix 2), at least one Article 9 criteria must be met. Please refer to Appendix 1 and enter the relevant criteria below:

2a. The Data Subject has given explicit consent to the processing of those Personal Data for one or more specified purposes

2h. Processing is necessary for the purposes of preventative 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.

9.0 Which organisation will be the Data Controller or will the sharing be Joint Data Controllership?

(insert hospital) are the data controller of the ED system data shared. (insert provider) will be the data controller for any data collected about service users once accepted onto the (insert provider) High Intensity Use Service caseload.

10.0 What will be the benefits to either the:

Data Subject: HIU will benefit from dedicated support and engagement to support them with using health and social services they need rather than emergency care.

OR

Organisation: (insert hospital) ED will benefit from a potential reduction in HIU groups, which will support Patient Flow and appropriate use of Emergency Care.

OR

Health & Social Care Economy: The local health and social care economy will benefit from significant savings that are attributable to a reduction in inappropriate use of Emergency Care.

11.0 What assurances will there be that any data sent or received will be accurate?

Existing processes are in place to ensure the accuracy of our data.

Data quality checks in place within Central Information team to monitor the accuracy of data.

Anything that is noticed to be inaccurate to be fed back to (insert hospital) for further review.

12.0 What processes will be in place to assure the Information Security of the information?

When in transit from the sending organisation/department:

Data will be shared via encrypted email.

AND

At the receiving organisation/department:

(insert provider) will store the shared information in a closed system shared drive, only accessible by the service delivery team.

13.0 What arrangements will there be for the retention and disposal of the information?

(insert hospital) data held in Symphony will be retained in line with the Records Management Code of Practice for Health and Social Care 2016.

Any data shared with the HIU Lead will only retain for the length of the contract.

The HIU Lead will only store the information, as needed, during the term of the contract. Each quarter, with a slight cross over to reconcile any notes etc., the old list will be deleted.

14.0 How will requests concerning the use of the information under Freedom of Information be managed between the participating organisations/departments?

To be jointly discussed and a lead from (insert hospital) or (insert provider) assigned depending on which part of the pathway the FOI request sits with

15.0 How will Data Breaches be dealt with in line with the new Data Protection law between the participating organisations/departments?

To be jointly discussed and a lead from (insert hospital) or (insert provider) assigned depending on which part of the pathway the breach sits with.

Agreement that a joint AAR would be completed and joint actions undertaken as needed.

16.0 What date will the agreement be effective from, and for how long?

For the entirety of the High Intensity User Service: (insert start date) until (insert end date) (dates subject to minor slippage depending on the go live date of the service)

17.0 Embed the email below authorising the adoption of this ISA on behalf of the sending organisation/department.

18.0 Embed the email below authorising the adoption of this ISA on behalf of the receiving organisation/department.

**APENDIX 1**

**Article 6 Criteria**

1a The Data Subject has given consent to the processing for specific purposes;

1b Processing is necessary for the performance of a contract to which the Data Subject will be party to;

1c Processing is necessary for compliance with a legal obligation to which the Data Controller is subject;

1d Processing is necessary in order to protect the vital interests of the Data Subject or another person;

1e Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Data Controller.

**Article 9 Criteria**

2a The Data Subject has given explicit consent to the processing of those Personal Data for one or more specified purposes;

2b Processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the Data Controller or of the Data Subject in the field of employment and social security and social protection law;

2c Processing is necessary to protect the vital interests of the Data Subject or of another natural person where the Data Subject is physically or legally incapable of giving consent;

2d Processing is carried out in the course of its legitimate activities with appropriate safeguards by a charity;

2e Processing relates to Personal Data that has been made public by the Data Subject;

2f Processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity;

2g Processing is necessary for reasons of substantial public interest, while respecting the fundamental rights and the interests of the Data Subject;

2h Processing is necessary for the purposes of preventative 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;

2i Processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices;

2j Processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purpose.

**APPENDIX 2**

**Special Category Data**

* Health
* Biometrics
* Ethnic Origin
* Sexual Orientation
* Genetics – any processing of genetic data, other than that processed by an individual GP or health professional for the provision of health care direct to the Data Subject
* Race
* Religion
* Trade Union