

Data Sharing, Consent and Privacy

Developing and implementing GDPR compliant data sharing agreements, explicit consent forms and privacy statements are crucial to ensuring that Community Link Workers do not breach any data regulations.

Developing these agreements will require discussion with NHS Board Information Governance Teams and their Caldicott Guardians, as well as GPs and the Information Governance lead for the CLW employer.

The documents in this section of the support pack have been developed and agreed by NHS Lothian, Edinburgh HSCP and Edinburgh's Third Sector Link Worker Network. To assist in the development of these agreements and procedures, the third sector held training and awareness raising sessions for community link workers and their employers.

These documents are for guidance only and further discussion should be undertaken locally with stakeholders.

DATA SHARING AGREEMENT

Between



And:

Libertus Services

Carr Gomm

Cyrenians

Health all Round

Pilton Community Health Project

The Ripple

The Health Agency

Citizens Advice Edinburgh

Granton Information Centre

Community Health & Advice Initiative

Version 2

Date: 26.9.18

Cyrenians CHAI



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112.3 *Signatories* **18Error! Bookmark not defined.**

1.2.2 Legal basis for the processing and constraints

If sharing personal data:	
Under the General Data Protection Regulations from 25 May 2018:	
<p>6(1)(b) – processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract; or</p> <p>6(1)(e) – 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 controller.</p> <p>.....</p>	<p>9(2)(b) – processing is necessary for carrying out obligations under employment, social security or social protection law, or a collective agreement.</p> <p>9(2)(a) – Explicit consent of the data subject, unless reliance on consent is prohibited by EU or Member State law</p> <p>9(2)(g) – Processing is necessary for reasons of substantial public interest on the basis of Union or Member State law which is proportionate to the aim pursued and which contains appropriate safeguards</p> <p>9(2)(i) – 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 healthcare and of medicinal products or medical devices</p> <p>9(2)(h) – Processing is necessary for the purposes of preventative or occupational medicine, for assessing the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or management of health or social care systems and services on the basis of Union or Member State law or a contract with a health professional</p> <p>9(2)(j) – Processing is necessary for archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes in accordance with Article 89(1)</p>

2 Description of the information to be shared

Data category	Data Controller status	PD* / SPD*
<p>A. Health Datasets</p> <p>Statistical only</p> <p>B. Third Sector Organisations' datasets will include some or all of the following:</p> <p>Age Gender Ethnicity Employability status Postcode Non-English speaking Consent to sharing information with ISD/NHS HS Practice code Patient unique programme identifier Date referred to Third Sector Organisation Referral route/source Referral Reasons Date first (seen) by Third Sector Organisation /1st programme participation Reason not seen by Third Sector Organisation (e.g. declined support from GP, declined support on Third Sector Organisation contact, DNA) Repeat contacts/follow-up appointments with Third Sector Organisation Onward referral to other resources (referral destination) Income maximisation level Amount of debt re-negotiated</p>	<p>Joint</p>	<p>All PD</p>

(* PD – Personal Data as defined within the Data Protection Act 2018 (s.1(1)(e)(a)).

(* SPD – Sensitive Personal Data as defined within the Data Protection Act 2018 (s.2).

The parties agree this is the minimum amount of data needed to properly fulfil the purposes of this agreement.

3 Description and manner of information sharing

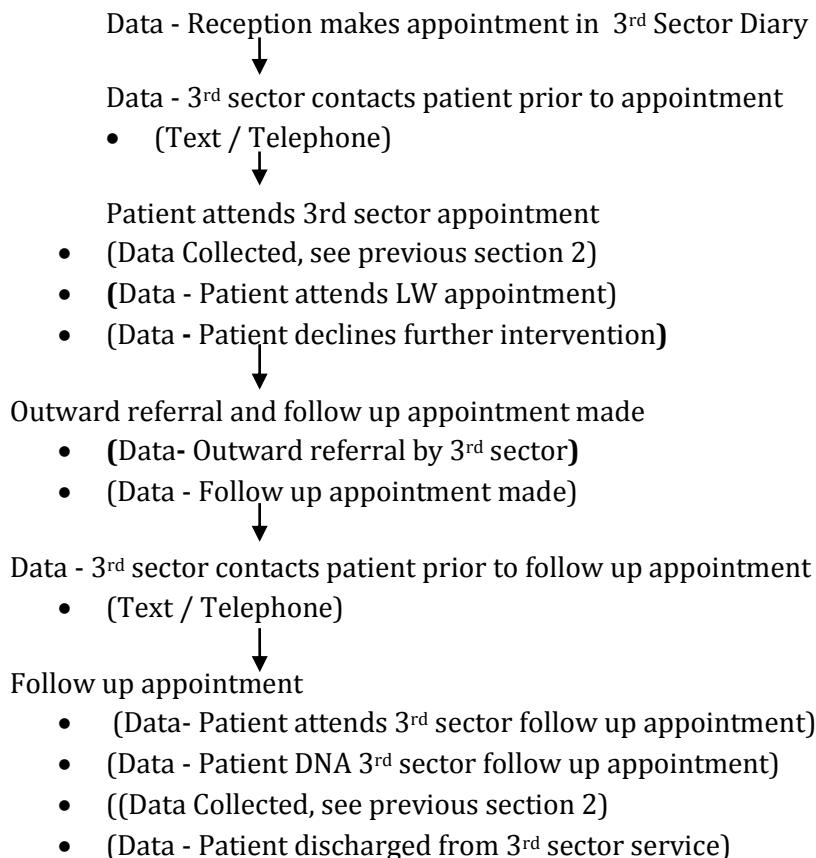
3.1 Data flows

NHS Lothian will receive data from the Third Sector Organisations and vice versa:

Data Flow Diagram

GP Referral

- Referral to 3rd sector
- Patient refuses referral



3.2 How data/information is to be accessed, processed and used

Data use description	Associated work instructions, policy or procedure (listed in Appendix 1) If applicable
To provide integrated healthcare services	Policies: <ul style="list-style-type: none"> • Board and third sector organisations local policies on Information Governance and Security
To inform and develop service improvement	

4 Impact assessments and preparatory work

Data Protection Impact Assessment is complete. The impact assessment identified the need for this data sharing agreement, and the need for the third sector organisations to have safeguards in place to store, transfer and protect data.

4.1 Actions and countermeasures agreed from the impact assessment and preparatory work.

Staff trained in mandatory Information Governance training.

The appropriate actions and countermeasures will be put in place, as identified by Data Protection Impact Assessment and the Information Risk Assessment.

5 Fair Processing

All partners in this Data Sharing Agreement have Fair Processing in place.

5.1 List of relevant Fair Processing Notice(s)

- A national Data Privacy Notice is being developed to meet compliance requirements for the General Data Protection Regulations that come into force 25 May 2018.

ORGANISATION	WEBSITE
Libertus Services	www.libertus.org.uk
Carr Gomm	www.carrgomm.org
Community Help and Advice Initiative (CHAI)	Chaiedinburgh.org.uk
Citizens Advice Bureau	www.citizensadvice.org.uk
Cyrenians	www.cyrenians.scot
Granton Information Centre (GIC)	www.gic.org.uk
Health All Round	www.healthallround.org.uk
Libertus Services	www.libertus.org.uk
Pilton CHP	www.pchp.org.uk
The Health Agency	N/A

5.2 Impact on people interests

Impact description	Control measure
<p>The purpose of this data sharing agreement is to provide integrated healthcare services and service improvement, therefore there is no detrimental impact.</p>	<p>For data transfer between NHS Lothian to the Third Sector Organisations and vice versa, will be</p> <ul style="list-style-type: none"> • By NHS.net email or secure data upload • If manual records are required in lockable cases (envopak) and handed over personally to designated users. <p>While on site at agencies premises, data will be securely stored:</p> <ul style="list-style-type: none"> • In confidential files in a locked cabinet in a locked and restricted area accessible to the Third Sector Organisations' staff only. • As appropriate on the Third Sector Organisations' network drives with controlled and password user access. • Personal or sensitive data will not be made available on removable media. <p>Secure upload via website</p> <ul style="list-style-type: none"> • Data is uploaded via NHS Lothian's Safe File Transfer Protocol <p>The Third Sector Organisations' safeguards to store/transfer and protect data:</p> <ul style="list-style-type: none"> • Where possible, the organisations will operate a paperless system with data stored on a password protected central record system and on network drives located at each organisation's main premises (addresses of organisations listed below in Table 1). When paper records are used, the documents will be kept securely. • Data is reviewed annually and out of date data is deleted from the central record system and network drives. Data is also deleted if requested by the patient or carer or if a Third Sector organisation is made aware that the data is out of date.

	<ul style="list-style-type: none"> • All life-expired equipment which is replaced or recycled by an external company which adhered to Waste Electrical and Electronic Equipment regulations and protocols, has appropriate licenses and can provide certification of destruction of all hard drives. • An IT support company has access to each Third Sector organisation's network drives to provide technical support • The Third Sector organisations' network drives are housed in a restricted area which is accessible during office hours and locked during out of office hours. • All Third Sector organisations' staff and some volunteers have access to the network drives. User accounts are restricted to certain areas of the network and matched to job role. • All staff have standard security checks and references and, from April 2010, a basic PVG check. • Personal data is not stored on removable media.
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5.3 Consent decisions

Implicit consent is obtained when the patient has agreed with the GP to the referral to the Third Sector Organisation

Explicit consent is obtained by the Third Sector Organisation to share data according to this Data Sharing Agreement (see 1.2.2).

- For the purposes of this data sharing agreement consent will be required from data subjects.
- Section 1.2.2 of the DSA details the legal basis
- If there is a significant change in the use of information this must be agreed by all parties signed up to the DSA.

6 Accuracy of the information

6.1 Agreed steps to ensure the accuracy of any data shared.

- Everyone sharing data under this agreement is responsible for the quality of the data they are sharing.
- The Data Flow Diagram 3.1 illustrates how data is shared
- The Third Sector Organisations have secure databases in places which comply with Data Protection Legislation

6.2 Agreed arrangements for any challenges to the accuracy of information

- If a complaint is received about the accuracy of personal data which affects datasets shared with partners in this agreement, an updated replacement dataset will be communicated to the partners. The partners will replace the out of date data with the revised data.

7 Data retention

7.1 Retention periods and purpose.

- Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement.
- In each case, the originating organisation remains the primary information owner and record keeper for the information that is shared.
- The retention period for the information shared will be in line with local Board policies and procedures and the NHS Scotland Code of Practice for Records Management.
- The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information.

7.2 Secure disposal of information

- The following destruction processes will be used when the information is no longer required:
 - Confidentially and securely destroyed in accordance with the Third Sector Organisations' internal information governance processes in line with GDPR and with local NHS Board's policies and procedures.
- Electronic files will be data cleansed on an annual basis in accordance with the Third Sector Organisations internal information governance processes in line with GDPR and with local Board's policies and procedures; during the annual data cleansing process information held will be audited and deleted if no longer required to maintain compliance with GDPR and the Data Protection Act, which came into force May 2018 and other statutory requirements around data retention.

8 The rights of individuals

8.1 Subject access request, FOIs and Objection to processing

Freedom of Information (Scotland) Act – Information Requests

Any request for recorded information made under the Freedom of Information (Scotland) Act 2002 in a permanent form (such as letter or email) must be responded to. This would include an obligation to respond to requests about information sharing practices and procedures such as the arrangements under this Protocol. Whilst the Third Sector Organisations are not public authorities, the information relating to this agreement comes under the Freedom of Information (Scotland) Act 2002 and will be made available. Third Sector Organisations receiving a FOI(S)A request must pass this to the Director of Public Health for NHS Lothian and/or relevant practice. It should be noted that the actual personal information exchanged between the Parties will, in almost every case, itself be exempt from disclosure under the freedom of information legislation.

Any request for information submitted will be processed under the public authorities' existing FOISA handling procedures, passing up through the organisations' internal review process where appropriate.

Data Protection Act – Objection to processing

Individuals can object where the use of their personal data is causing them substantial, unwarranted damage or distress. This can be an objection to a specific use of information about them or to the fact that either or both parties hold any information at all on that individual.

If this objection is put in writing by the individual (often referred to as a 'section 10 notice') then the party receiving it is obliged to reply in writing within 21 days. This reply should either confirm that the party intends to comply with the request to stop processing data in the manner specified and the timescale within which this will be done, or should confirm that they find the request unreasonable and do not intend to comply, in which case they must state reasons.

The parties each agree to have in place procedures to deal with such requests.

A person who wishes each of the parties to cease processing information held on them must be advised that this can only be done by submitting separate written notifications, one addressed to each Party.

Under EU GDPR;

Art. 15 GDPR Right of access by the data subject

1. The data subject shall have the right to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the following information:
 1. the purposes of the processing;
 2. the categories of personal data concerned;
 3. the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;
 4. where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
 5. the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
 6. the right to lodge a complaint with a supervisory authority;
 7. where the personal data are not collected from the data subject, any available information as to their source;
 8. the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.
2. Where personal data are transferred to a third country or to an international organisation, the data subject shall have the right to be informed of the appropriate safeguards pursuant to Article 46 relating to the transfer.
3. The controller shall provide a copy of the personal data undergoing processing. For any further copies requested by the data subject, the controller may charge a reasonable fee based on administrative costs. Where the data subject makes the request by electronic means, and unless otherwise requested by the data subject, the information shall be provided in a commonly used electronic form.
4. The right to obtain a copy referred to in paragraph 3 shall not adversely affect the rights and freedoms of others.

Art. 16 GDPR Right to rectification

The data subject shall have the right to obtain from the controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

Art. 21 GDPR Right to object

1. The data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on point (e) or (f) of Article 6(1), including profiling based on those provisions. The controller shall no longer process the personal data unless the controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims.
2. Where personal data are processed for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing.
3. Where the data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.
4. At the latest at the time of the first communication with the data subject, the right referred to in paragraphs 1 and 2 shall be explicitly brought to the attention of the data subject and shall be presented clearly and separately from any other information.
5. In the context of the use of information society services, and notwithstanding Directive 2002/58/EC, the data subject may exercise his or her right to object by automated means using technical specifications.
6. Where personal data are processed for scientific or historical research purposes or statistical purposes pursuant to Article 89(1), the data subject, on grounds relating to his or her particular situation, shall have the right to object to processing of personal data concerning him or her, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

8.2 Direct Marketing

Direct marketing is not involved in this agreement.

8.3 Automated decisions

No automated decisions are involved in this agreement – in the context of this agreement, “Automated decisions” refer to decisions made using shared information with no human intervention.

9 Security

- [x] only authorised individuals can access, alter, disclose or destroy data. Assurance on compliance with robust internal security and information governance processes will be sought from all parties to this Agreement. Third Sector Organisations’ internal information governance processes will in line with GDPR and with NHS Lothian’s policies and procedures.
- [x] authorised individuals act only within the scope of their authority as set out in this Agreement. Assurance on compliance with robust internal security and information governance processes will be sought from all parties to this Agreement. Third Sector Organisations’ internal information governance processes will in line with GDPR and with NHS Lothian’s policies and procedures.
- [x] if personal data is accidentally lost, altered or destroyed, it can be recovered to prevent any damage or distress to the individuals concerned. Assurance on compliance with robust internal security and information governance processes will be sought from all parties to this Agreement. Third Sector Organisations’ internal information governance processes will in line with GDPR and with NHS Lothian’s policies and procedures. Where the accidental data breach is significant this must be reported to all relevant parties under this Agreement and GDPR, including the ICO.
- [x] Breaches of security leading to Accidental, Unlawful destruction, Loss, Alteration, Unauthorised disclosure of Or access to ...personal data transmitted, stored, or otherwise processed must be reported within 72 hours of the breach being identified to the Information Commissioners Office (ICO) in line with each partner organisations’ incident reporting procedures and EU GDPR regulations
- [x] Significant data breaches involving personal information provided by partners under this DSA should be notified to the partner that originally provided the information.
- [x] All signatories must have appropriate technical and organisational measures in place to ensure that any personal data shared between partners is handled and processed in accordance with the requirements of the Data Protection Act 2018, Privacy and Electronic Communication Regulations (PECR) as well as ePrivacy and EU GDPR when they become enforceable law.

The security controls applicable by each organisation will be: All will follow confidentiality and security policies as set out in this agreement. All data will be held on a secure network		Jointly agreed between the parties

10 International transfers of personal data

Personal data shared in line with this agreement will be transferred to		EEA countries only
		Out with EEA
	x	Will not be transferred outside the UK

10.1 List of countries where the data will be transferred to (if applicable).

N/A

10.2 Reasons for transferring personal data outside the UK.

N/A

10.3 Exceptions

<input type="checkbox"/>	Consent
<input type="checkbox"/>	Contract performance or it is in the interest of the individual
<input type="checkbox"/>	Substantial public interest
<input type="checkbox"/>	Vital interests
<input type="checkbox"/>	Public registers
<input type="checkbox"/>	Legal proceedings or advice

11 Implementation of the data sharing agreement

11.1 Dates when information sharing commences/ends

- Will effect from September 2018.

11.2 Training and communications

- All NHSS staff must complete mandatory safe information handling training via Learnpro or equivalent via local Health Board training packages.

11.3 Information sharing instructions and security controls

11.4 Publication and transparency

- The data collected will not be published other than anonymised compliance reports.
- This agreement is available on request
- NHS Education for Scotland Privacy statement can be found on the NES website

11.5 Non-routine information sharing and exceptional circumstances

- Consent from the data subject or from the relevant Health Board will be obtained in advance.

11.6 Monitoring, review and continuous improvement

- Annual data cleansing according to each Board's local policies and procedures.
- DSA will be audited annually or when changes are made to the way data is being processed.

11.7 Sharing experience and continuous improvement

- This will be reviewed by the NHS Education for Scotland on an annual basis.

12 Sign-off and responsibilities

12.1 Name of accountable officer(s)

Accountable Officer Name	Post title	Organisation
David White	Edinburgh H&SCP, Strategic Lead for Primary Care	NHS Lothian

Senior Information Risk Owner Name	Post title	Organisation
Alex McMahon	Executive Director of Nursing	NHS Lothian
Helena Richards	Project Manager	Carr Gomm
David Gardner	Project Executive	CHAI
Mark Carter	Director of Operations	Citizens Advice
Mike Wright	Services Manager	Cyrenians
Caroline Pickering	Manager	Granton Information Centre
Cat Windle	Manager	Health All Round
Jen Fairgrieve	Interim Manager/Board Member	Libertus Services
Jen Richards	Director	Pilton Community Health Project
Rossi Durie	Manager	The Health Agency
Ella Simpson	Chief Executive	Edinburgh Voluntary Organisations' Council (EVOC)
Fiona Cross	Director	The Ripple Project

12.2 Lead Practitioner

Lead IG Practitioner Name	Post title	Organisation
Professor Alison McCallum	Director of Public Health and Health Protection/Caldicott Guardian	NHS Lothian
Helena Richards	Project Manager	Carr Gomm
David Gardner	Project Executive	CHAI
Mark Carter	Director of Operations	Citizens Advice
Mike Wright	Services Manager	Cyrenians
Caroline Pickering	Manager	Granton Information Centre
Cat Windle	Manager	Health All Round
Jen Fairgrieve	Interim Manager/Board Member	Libertus Services
Jen Richards	Director	Pilton Community Health Project
Rossi Durie	Manager	The Health Agency
Fiona Cross	Director	The Ripple Project
Ella Simpson	Chief Executive	Edinburgh Voluntary Organisations' Council (EVOC)

Lead GP	Practice
Dr Lucy Thomson	Baronscourt Surgery
Dr Carl Bickler	Craigmillar Medical Group
Dr Malachy McEvoy	Crewe Medical Centre
Dr Concha Gonzalez	Durham Road Surgery
Dr Azhar Afzal	Ferniehill Surgery
Dr Hugh Ainsworth	Gracemount Medical Group
Dr Steve Best	Inchpark Surgery
Dr Julie Catnach	Liberton Medical Group
Dr Gordon Cameron	Milton Surgery
Dr Peter Shishodia	Muirhouse Medical Practice
Dr Jean Beckley	Niddrie Medical Practice
Dr Lindy McFarlane	Restalrig Park Medical Centre
Dr Devi Putta	Sighthill HC (Red Practice)
Dr Joe Tay	Sighthill HC (Green Practice)
Dr Aileen Telfer	Southfield Medical Practice
Dr Louise Bailey	St Triduanas Medical Practice
Jo Nickon	The Access Point
Dr Peter Cairns	Wester Hailes Medical Practice
Dr Robert McFarlane	Whinpark Medical Practice

12.3 Signatories

Name of Parties to DSA	NHS Lothian	
Authorised signatories to DSA	Title /Name	Professor Alison McCallum
	Role	Director of Public Health and Health Protection and Caldicott Guardian
Board HQ Address		

Name of Parties to DSA	
SOUTH WEST	<p>CHAI Health All Round Sighthill HC (Green Practice) Sighthill HC (Red Practice) The Health Agency Wester Hailes Medical Practice Whinpark Medical Practice</p>
SOUTH EAST	<p>Ferniehill Surgery Gracemount Medical Group The Access Point Inchpark Surgery Liberton Medical Group Libertus Services</p>
NORTH EAST	<p>Baronscourt Surgery Carr Gomm Craigmillar Medical Group Cyrenians Durham Road Surgery Milton Surgery Niddrie Medical Practice Restalrig Park Medical Centre Southfield Medical Practice St Triduana's Medical Practice The Ripple</p>
NORTH WEST	<p>Crewe Medical Centre Granton Information Centre Muirhouse Medical Practice Pilton Community Health Project</p>
OTHER	<p>Citizens Advice Edinburgh Voluntary Organisations' Council (EVOC)</p>

SOUTH WEST

CHAI 555 Gorgie Road Edinburgh, EH11 3LE	Title/Name:	David Gardner
	Role:	Project Executive
<u>Signature:</u>		
CYRENIANS Norton Park 57 Albion Road EDINBURGH, EH7 5QY	Title/Name:	Mike Wright
	Role:	Services Manager
<u>Signature:</u>		
HEALTH ALL ROUND 24 Westfield Avenue EDINBURGH, EH11 2QH	Title/Name:	Cat Windle
	Role:	Manager
<u>Signature:</u>		
SIGHTHILL HC (GREEN PRACTICE) Sighthill Health Centre 380 Calder Road EDINBURGH, EH11 4AU	Title/Name:	Dr Joe Tay
	Role:	GP
<u>Signature:</u>		
SIGHTHILL HC (RED PRACTICE) Sighthill Health Centre 380 Calder Road EDINBURGH, EH11 4AU	Title/Name:	Dr Devi Putta
	Role:	GP
<u>Signature:</u>		
THE ACCESS PRACTICE Spittal Street Centre 22-24 Spittal Street Edinburgh, EH3 9DU	Title/Name:	Jo Nixon
	Role:	CPN
<u>Signature:</u>		
THE HEALTH AGENCY Wester Hailes Healthy Living Centre 30 Harvesters Way EDINBURGH, EH14 3JF	Title/Name:	Rossi Durie
	Role:	Manager
<u>Signature:</u>		

WESTER HAILES MEDICAL PRACTICE		
Wester Hailes Healthy Living Centre 30 Harvesters Way EDINBURGH, EH14 3JF	Title/Name:	Dr Peter Cairns
	Role:	GP
<u>Signature:</u>		
WHINPARK MEDICAL PRACTICE		
6 Saughton Road Edinburgh, EH11 3RA	Title/Name:	Dr Robert McFarlane
	Role:	GP
<u>Signature:</u>		

SOUTH EAST

FERNIEHILL SURGERY 8 Ferniehill Road EDINBURGH	Title/Name:	Dr Azhar Afzal
	Role:	GP
<u>Signature:</u>		
GRACEMOUNT MEDICAL GROUP 24 Gracemount Drive Edinburgh, EH16 6RN	Title/Name:	Dr Hugh Ainsworth
	Role:	GP
<u>Signature:</u>		
INCHPARK SURGERY 10 Marmion Road EDINBURGH, EH16 5QU	Title/Name:	Dr Steve Best
	Role:	GP
<u>Signature:</u>		
LIBERTON MEDICAL GROUP 65 Liberton Gardens EDINBURGH, EH16 6JT	Title/Name:	Dr Julie Catnach/Dr Jill Taylor
	Role:	GP
<u>Signature:</u>		
LIBERTUS SERVICES 20 Gracemount Drive EDINBURGH, EH16 4RN	Title/Name:	Jen Fairgrieve
	Role:	Interim Manager/Board Member
<u>Signature:</u>		

NORTH EAST

BARONSCOURT SURGERY 89 Northfield Broadway Edinburgh, EH8 7RX	Title/Name:	Dr Lucy Thomson
	Role:	GP
<u>Signature:</u>		
CARRGOMM 11 Harewood Road Edinburgh, EH16 4NT	Title/Name:	Helena Richards
	Role:	Project Manager
<u>Signature:</u>		
CRAIGMILLAR MEDICAL GROUP 106 Niddrie Mains Road EDINBURGH, EH16 4DT	Title/Name:	Dr Carl Bickler
	Role:	GP
<u>Signature:</u>		
DURHAM ROAD SURGERY 25 Durham Road EDINBURGH, EH15 1NY	Title/Name:	Dr Concha Gonzalez
	Role:	GP
<u>Signature:</u>		
MILTON SURGERY 132 Mountcastle Drive South EDINBURGH, EH15 3LL	Title/Name:	Dr Gordon Cameron
	Role:	GP
<u>Signature:</u>		
NIDDRIE MEDICAL PRACTICE 106 Niddrie Mains Road EDINBURGH, EH16 4DT	Title/Name:	Dr Jean Beckley
	Role:	GP
<u>Signature:</u>		
RESTALRIG PARK MEDICAL CENTRE 40 Alemoor Crescent EDINBURGH, EH7 6UJ	Title/Name:	Dr Lindy McFarlane
	Role:	GP
<u>Signature:</u>		
SOUTHFIELD MEDICAL PRACTICE 132 Mountcastle Drive South	Title/Name:	Dr Aileen Telfer
	Role:	

EDINBURGH, EH15 3LL	Role:	GP
<u>Signature:</u>		
ST TRIDUANA'S MEDICAL CENTRE 54 Moira Park EDINBURGH, EH7 6RU	Title/Name:	Dr Louise Bailey
	Role:	GP
<u>Signature:</u>		
THE RIPPLE 198 Restalrig Road South EDINBURGH, EH7 6DZ	Title/Name:	Fiona Cross
	Role:	Director
<u>Signature:</u>		

NORTH WEST

CREWE MEDICAL CENTRE 135 Boswall Parkway Edinburgh, EH5 2LY	Title/Name :	Dr Malachy McEvoy
	Role:	GP
<u>Signature:</u>		
GRANTON INFO CENTRE 134-138 West Granton Road Edinburgh, EH5 1PE	Title/Name :	Caroline Pickering
	Role:	Manager
<u>Signature:</u>		
MUIRHOUSE MEDICAL PRACTICE 1 Muirhouse Avenue EDINBURGH, EH4 4PL	Title/Name:	Dr Peter Shishodia
	Role:	GP
<u>Signature:</u>		
PILTON COMMUNITY HEALTH PROJECT 73 Boswall Parkway EDINBURGH, EH5 2PW	Title/Name:	Jen Richards
	Role:	Director
<u>Signature:</u>		

CITIZENS ADVICE 58 Dundas Street EDINBURGH, EH3 6QZ	Title/Name:	Mark Carter
	Role:	Director of Operations
<u>Signature:</u>		

Edinburgh Voluntary Organisations' Council (EVOC) 525 Ferry Road EDINBURGH, EH5 2DW	Title/Name:	Ella Simpson
	Role:	Chief Executive

Signature:

Community Link Working

Privacy Policy – how we will use your personal information

Hello,

These days we're all aware of the importance of keeping our personal information safe and secure. As Community Link Workers (CLW), we appreciate that when you share your personal information with us, you trust us to look after it. So we've produced this Privacy Policy which provides information about the different ways we use and store personal information and data about you.

What is personal information and data?

It is information that identifies you. It includes things like your name, address, date of birth and postcode and health data.

What are Community Link Workers?

A Community Link Worker (CLW) is a social practitioner who is part of the primary care team based at your GP practice. A CLW is not a nurse or a doctor but we are part of the primary care team who work closely with your GP and we can help you to improve your health and how you are feeling. We are employed by a third sector organisation and know what activities and services are available in your local community.

- We can spend time with you to talk about what really matters to you.
- We can help you to identify any problems or issues you are experiencing.
- We can support you to set goals and work with you to achieve these.
- We keep up to date with what is happening locally so we can tell you about new services and resources.
- We can go with you to visit these services.
- Some of us provide a specialist service focussing on welfare benefits, income and work. So we can help you with benefit applications, housing problems, debt or any other worries you might have about money and employment
- Some CLW offer things like walking groups, counselling, weight management or stop smoking support, if these aren't already available locally

If you would like to be referred to a CLW ask your GP, practice nurse or receptionist, and they will explain how you make an appointment. A CLW can see you at the GP practice or a community venue if that is easier for you.

Community link working is supported by the Scottish Government's National Health and Social Care Workforce Plan: Part 3 - Improving workforce planning for primary care in Scotland, <http://www.gov.scot/Publications/2018/04/3662>

We are employed by [3rd sector organisation] which is responsible for ensuring we keep your information safe and use it appropriately. [3rd sector organisation] has agreed formal processes with NHS Lothian to ensure that we only access the health information about you that we need.

How we protect your personal information

- We take care to make sure your personal information is not given to any unauthorised people. It will only be available to those directly involved in your care. This is known as the 'need to know' principle.
- CLW have a legal and contractual duty to keep your personal information secure, and to handle confidential information safely.
- Our use of your personal health information is covered by a duty of confidentiality, and is regulated by Data Protection legislation. This gives you a number of rights in relation to how your personal information is used, including a right to access the information we hold about you.
- Your personal information is protected by Data Protection legislation. Under the legislation, we have to tell the Office of the Information Commissioner how we use personal information. You can see a copy of this on the Information Commissioner's website at www.ico.org.uk.

How we use and share personal information

- To provide you with the care and support you need, the CLW may need to access relevant details of your consultations, illnesses, tests, prescriptions, and other treatments that have been recorded by everyone involved in your care and treatment (e.g. GP, Health Visitor, Practice Nurse).
- If the CLW accesses your medical record there will be an audit trail on the practices' information system. This information is usually stored on paper or electronically on computer file by practice staff.
- The Community Link Worker may also keep a separate secure and confidential detailed record about you. If appropriate, a summary may be shared with the practice and/or another agency on a 'need to know' basis.
- We may disclose your name, address and phone number to other organisations involved in your care. For example, we may refer you to a specialist service and send your contact details in the referral letter.
- Sometimes we are required by law to pass on information for example notify a birth or to report certain infectious diseases for public health reason.
- Sometimes we may participate in studies that are designed to improve the way services are provided to you or to check that our performance meets required standards and benchmarks. Whenever we take part in activities such as these we will ensure that any details that may identify you are not disclosed. If these studies involve you personally we will ask you for your consent.

You have a choice, you can decide if the CLW can access, collect and share with others, personal information about you.

For more information about how your information is used please contact:

XXXXX

Information Governance Officer/DPO

[3rd sector organisation]

3rd sector organisations address and contact number

Community Link Worker

Information Sharing Consent Form

I _____ give my permission for [GP Practice] to share personal information with [3rd sector organisation] in connection with my care, including access to medical records, so that [3rd sector organisation] can support my needs.

1. Statement of Consent¹:

- I understand that personal information will be held about me by [3rd sector organisation].
- I have had the opportunity to discuss the implications of sharing or not sharing information about me.
- I agree that personal information about me may be shared and gathered from [GP Practice] and [3rd sector organisation]

2. I agree that information about me can be shared with other organisations involved in my care

3. I agree that information about me can be shared with other organisations to inform and improve the services provided by the CLW

Name

Address

Post code Date of Birth

Signature

Date

Signature of professional

Print name

Agency / service.....

Your consent to share personal information is entirely voluntary and you may withdraw your consent at any time. Should you have any questions about this process, or wish to withdraw your consent please contact:

XXXX, the Information Governance Lead at [3rd sector organisation]

¹ CLW must ensure that patients have understood the information in the Privacy Policy before this consent for is signed. It is recommended that Teach-Back is used to check understanding.

