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**DATA SHARING AGREEMENT**

**Doctors in Training (Turas People)**

 Sharing of information between Employing Boards and Placement Boards

April 2018

Interim Draft

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#  Parties, Scope and Purpose

## Name and details of the parties who agree to share information

|  |  |  |  |
| --- | --- | --- | --- |
| Legal name of parties to ISA | Short name of the party | Head Office address | ICO Registration  |
| NHS Education for Scotland  | NES | Westport 102West Port EdinburghEH3 9DN | Z7921413 |
| NHS Ayrshire and ArranNHS BordersNHS Dumfries and GallowayNHS FifeNHS Forth ValleyNHS GrampianNHS Greater Glasgow and ClydeNHS HighlandNHS LanarkshireNHS LothianNHS OrkneyNHS ShetlandNHS TaysideNHS Western IslesGolden Jubilee |  |  |  |

## Business and legislative drivers.

### Purpose of the information sharing

|  |  |
| --- | --- |
| Purpose description | Primary or secondary purpose |
| To enable the employment and placement of doctors in training between Boards through the sharing of personal information held by NES enabling NHS Scotland Territorial Health Boards to employ and/ or engage the Doctor in Training in the provision of clinical care to patients. To enable NHS Scotland Territorial Health Boards to share information with NES that enables employment responsibilities to be discharged. Employment responsibilities are detailed within the Employment Responsibilities Agreement. The failure to share this date would lead to an increased administrative burden for all Patients and doctors in training. | Primary |
| Doctors in Training will require access to placement Board information systems in the provision of clinical care to patients. The information processed by Doctors in Training for the duration of their placement will not be shared with the employment Board. Doctors in Training will adhere to placement Boards confidentiality and information governance policies and procedures when accessing placement Boards information systems and undertake the required training. | Secondary |

|  |  |
| --- | --- |
| Indicate how the data controllers will decide upon changes in the purposes of the sharing | Jointly or independently |
| Jointly |

The instructions for reaching agreement on changes in the purposes of the sharing is described in the [Instructions for reaching agreement in the purposes of the sharing] listed in Appendix 1 Instructions.

### Legal basis for the processing and constraints

>

|  |
| --- |
| If sharing personal data: |
| Schedule 2 conditions met | Schedule 3 conditions met |
| 2(a) The processing is necessary—(a)for the performance of a contract to which the data subject is a party, or 6(1) The processing is necessary for the purposes of legitimate interests pursued by the data controller or by the third party or parties to whom the data are disclosed, except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the data subject. | 2(1) The processing is necessary for the purposes of exercising or performing any right or obligation which is conferred or imposed by law on the data controller in connection with employment. |

# Description of the information to be shared

|  |  |  |
| --- | --- | --- |
| Data category  | Data Controller status | PD/SPD\* |
| Name | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | PD |
| Address | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | PD |
| Emergency contact | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | PD |
| PVG status | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | PD |
| OH status | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | SPD |
| Fitness to practice | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | PD |
| References | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | PD |
| Identity documentation | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | PD |
| OH reports | NES is the Data Processor for data shared by NHS Scotland Territorial Health Board Data Controller | SPD |
| Criminal convictions/proceedings | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | SPD |
| Sickness absence | Joint data controllers | PD |
| Performance management information | Joint data controllers | PD |
| Statutory and mandatory training – including induction data  | NES is the Data Processor for data shared by NHS Scotland Territorial Health Board Data Controller |  |
| Additional hours | NES is the Data Processor for data shared by NHS Scotland Territorial Health Board Data Controller | PD |
| Banding supplements | NES is the Data Processor for data shared by NHS Scotland Territorial Health Board Data Controller | PD |
| Working pattern (hours, days of work) | Joint data controllers | PD |
| Annual leave | NES is the Data Processor for data shared by NHS Scotland Territorial Health Board Data Controller | PD |
| Other leave (special, parental, paternity, maternity, adoption), | NHS Scotland Territorial Health Board is Data Processor for data shared by NES Data Controller | PD |

(\*) PD – Personal Data as defined within the Data Protection Act 1998 (s.1(1)(e)(a)).

SPD – Sensitive Personal Data as defined within the Data Protection Act 1998 (s.2).

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

Appendix 2 (Data items and adequacy), contains the list of all relevant data items/fields which it has been agreed can be shared under this DSA, indicating the source and the recipients, and any relevant supporting statement for information that may raise questions on data minimisation.

# Description and manner of information sharing

## Data flows

* Doctors in training will be required to provide NES HR/Medical Staffing with employment information at onboarding through the submission of online forms via Turas people including PVG, OH, Staff Engagement Forms.
* NES HR/Medical Staffing will provide NHS Scotland Territorial Health Board HR/ Medical Staffing with information required by the placement board to enable the placement board to engage the doctor in training to provide clinical care to patients.
* This will be as described in the Employment Responsibilities Agreement, between HR departments and payroll functions in the employing and placement Boards. Using systems (SSTS, eESS, Turas people); SharePoint; in verbal, written and email communications.

## 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 |
| Name – to identify Dr in Training (DiT). | Shared via Vacancy Manager and Turas people. Used to allocate to posts. |
| Address – to enable information to be shared with DiT at home or email address e.g. placement details, induction arrangements. | Shared via Vacancy Manager and Turas people. |
| Emergency contact – in case of emergency. | Turas |
| PVG status – to know if DiT can have access to certain patients and to set levels of supervision.  | Via Turas people. Will be confirmed as cleared or not cleared. |
| OH status | Shared via Turas people. Fit/ not fit for work. As per OH Policy and as per Safer Pre and Post Employment Checks Policy. |
| Fitness to practice | Shared viaTuras people. Good Medical Practice sets standards for fitness to practise. |
| References | Shared via Turasa people – As per Safer Pre and Post Employment Checks Policy. |
| Identity documentation | Shared via Turas peoplet. As per Safer Pre and Post Employment Checks Policy.  |
| OH reports | Shared via Turas people. Fit/ not fit for work. As per OH Policy and Managing Attendance Policy. |
| Sickness absence | Shared via SSTS. As per Managing Attendance Policy. |
| Criminal convictions/proceedings | Verbally to HR and formalised via letter/email where necessary |
| Performance management information | Shared via Turas people and email where appropriate. In accordance with Managing Conduct and Capability Policies. |
| Additional hours | Shared via STTS, processed in accordance with payroll standards. |
| Banding supplements | Shared via Turas People, processed in accordance with payroll standards. |
| Working pattern (hours, days of work) | Shared via Turas, processed in accordance with payroll standards.  |
| Annual leave | Shared via Turas People processed in accordance with payroll standards.  |
| Other leave (special, parental, paternity, maternity, adoption), | Shared via Turas People processed in accordance with payroll standards and Flexible Working Policy/ Maternity Policy/ Parental Leave Policy/ Paternity Leave Policy as applicable. |

# Impact assessments and preparatory work

* Privacy Impact Assessment (PIA) drafted 19 March 2018.

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

* See above

# Fair processing

## **List of relevant Fair Processing Notice(s)**

* Details of trainee information to be shared between Boards detailed in th Employment Contract.
* Information Sharing Agreement embedded into Employment Responsibilities Agreement between Boards.

## **Impact on people interests**

**Agreed arrangements to minimise impact of the sharing of information on the interests of the people concerned – as a group and individually.**

|  |  |
| --- | --- |
| **Impact description** |  **Control measure** |
| **Information will only be shared for the purposes of employment within NHSS Boards** | * **Consent from the employee will be obtained before any information is shared out with the specified datasets in this agreement**
* **Changes in processing will be negotiated and agreed by both employment and placement Board and reflected in the DSA and communicated to data subjects**
 |

## **Consent decisions**

* For the purposes of this data sharing agreement no consent will be required from data subjects.
* Section 1.2.2 of the DSA details the legal basis for the Boards to share employee’s personal information without obtaining their consent.
* If there is a significant change in the use of information compared to that which had previously been agreed/explained, or a change in the relationship between Boards, then consent will be sought.

# Accuracy of the information

## 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.
* Before sharing data, officers will check that the information being shared is accurate and up to date to the best of their knowledge. If sensitive data is being shared which could harm the data subject if it was inaccurate, then particular care must be taken.
* Where a ‘dataset’ is being shared (i.e. structured data), it will be accompanied by a table providing definitions of the data fields.

## 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.

# Data retention

## 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. Where information is edited by the receiver, they must make it clear this is an altered copy.
* The retention period for the information shared is for the duration of employment plus 6 years as per NES Records Retention Policy
* The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information.
* If a partner leaves the agreement, decisions must be taken and followed through on what happens to :
	+ The information that has already been shared with the signatories by the departing organisation.
	+ The information that has already been shared with the departing organisation by the other signatories.
* The retention period for training information will be in line with local Board policies and procedures

## Secure disposal of information

* The following destruction processes will be used when the information is no longer required:
	+ Confidentially and securely destroyed in line with local Board’s policies and procedures
* Electronic files will be data cleansed on an annual basis in line 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 EUGDPR compliance which comes into force May 2018.

# The rights of individuals

## Subject access request, FOIs and Objection to processing

The rights of individuals whose data NES is processing will be clearly explained in the employment contract privacy statement. This will comply with EU General Data Protection Regulation.

Data Protection Act – Subject Access Requests

Under the Data Protection Act 1998 a data subject (or authorised individuals acting on their behalf) has the right to make a Subject Access Request and to receive a copy of the personal data relating to them which is processed by an organisation. Dealing with such requests is the responsibility of each individual data controller. Communication must take place speedily to ensure the request is processed within the statutory 40 calendar day time period.

Freedom of Information (Scotland) Act – Information Requests

All the Parties are Scottish public authorities for purposes of the Freedom of Information (Scotland) Act 2002 and must respond to any request for recorded information made to them in a permanent form (such as letter or email). This would include an obligation to respond to requests about information sharing practices and procedures such as the arrangements under this Protocol. 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 to either organisation will be processed under the organisations 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.

## Direct Marketing

Direct marketing is involved in this agreement

 **Description**

## 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.

# Security

A relevant Risk Assessment dated [19th March 2018] is available and listed in Appendix 1.

The security measures put in place across the parties ensure that:

 only authorised individuals can access, alter, disclose or destroy data. This is achieved through the following work instructions, policies and procedures (also listed in Appendix 1):

 authorised individuals act only within the scope of their authority. This is achieved through the following work instructions, policies and procedures (also listed in Appendix 1):

 if personal data is accidentally lost, altered or destroyed, it can be recovered to prevent any damage or distress to the individuals concerned. This is achieved through the following work instructions, policies and procedures (also listed in Appendix 1):

Breaches of security, confidentiality and other violations of this ISP must be reported in line with each partner organisations’ incident reporting procedures.

Significant data breaches involving personal information provided by partners under this ISP should be notified to the partner that originally provided the information.

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 1998 and the General Data Protection Regulation[[1]](#footnote-1).

|  |  |  |
| --- | --- | --- |
| The security controls applicable by each organisation will be: |  | Jointly agreed between the parties |
| x | Independently decided by each party |

# 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 |

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

* N/A

## Reasons for transferring personal data outside the UK.

* N/A

## Exceptions

|  |  |
| --- | --- |
| x | Consent |
|  | Contract performance or it is in the interest of the individual |
| x | Substantial public interest |
|  | Vital interests |
| x | Public registers |
| x | Legal proceedings or advice |

# Implementation of the information sharing agreement

## Dates when information sharing commences/ends

* With effect from April 2018, NES will employ all trainees placed in NHS Scotland Territorial Health Boards to undertake placements in hospital settings and GP Training as part of all Doctor and Dentist in Training Programmes. This arrangement will continue for the duration of each placement in NHS Scotland Territorial Board for the Doctor in Training. This employment/placement model does not have an end date.

## Training and communications

* All NHSS staff must complete mandatory safe information handling training via Learnpro or equivalent via local Board training packages.
* Doctors and Dentists in Training will adhere to NHS Scotland Territorial Health Boards Confidentiality and Information Governance policies and procedures throughout their placement with the Board and undertake the required relevant training.

## Information sharing instructions and security controls

All relevant information sharing instructions, including but not exclusively any work instructions, policies or procedures, are listed in Appendix 1 and accepted by all parties.

## Publication and transparency

* The Data collected will not be published.
* This agreement will be published
* NES Privacy statements can be found on the NES website
* NHS Scotland Territorial Health Boards Privacy statements can be found on their respective websites

## Non-routine information sharing and exceptional circumstances

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

## 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

## Sharing experience and continuous improvement

* This will be reviewed by the NHS Board Employment Steering Group
* This will be reviewed by the DDiT Early Implementer Steering Group.

# Sign-off and responsibilities

## Name of accountable officer(s)

|  |  |  |
| --- | --- | --- |
| Accountable Officer Name | Post title | Organisation |
| Dorothy Wright | Director of HR | NES |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| Senior Information Risk Owner Name | Post title | Organisation |
| Christopher Wroath | SIRO/Digital Director | NES |
|  |  |  |

## Lead practitioner

|  |  |  |
| --- | --- | --- |
| Lead IG Practitioner Name | Post title | Organisation |
| Tracey Gill | Information Governance Manager | NES |
|  |  |  |

##  Signatories

|  |  |
| --- | --- |
| Name of Parties to DSA | NES |
| Authorised signatories to DSA  | Title /Name  |  |
| Role |  |
| Head Office address |  |
| Centre of Excellence Registration Date |  |

|  |  |
| --- | --- |
| Name of Parties to DSA |  |
| Authorised signatories to DSA  | Title /Name  |  |
| Role |  |
| Head Office address |  |
| Centre of Excellence Registration Date |  |

|  |  |
| --- | --- |
| Name of Parties to DSA |  |
| Authorised signatories to DSA  | Title /Name  |  |
| Role |  |
| Head Office address |  |
| Centre of Excellence Registration Date |  |

|  |  |
| --- | --- |
| Name of Parties to DSA |  |
| Authorised signatories to DSA  | Title /Name  |  |
| Role |  |
| Head Office address |  |
| Centre of Excellence Registration Date |  |

## Sign off

"We the undersigned agree to the details recorded in this Data Sharing Agreement and are committed to the ongoing monitoring and review of the scope, purpose and manner of the information sharing."

|  |  |
| --- | --- |
| Signature | Signature |
| Name |  | Name |  |
| Date |  | Date |  |

# Appendix 1 List of Work instructions, policies and procedures

|  |  |  |
| --- | --- | --- |
| Work instructions title | Organisation | Hyperlink |
| Instructions for reaching agreement in the purposes of the sharing | Joint | This will be through discussion between Information Governance Leads. |
| Risk Impact Assessment | NES |  |
| Employment Responsibilities Agreement | Joint | n/a |
| Service Level Agreement: Arrangements to support the delivery of undergraduate and postgraduatemedical education and training in Scotland | NES | n/a |
| The Medical Profession (ResponsibleOfficers) Regulations 2010 |  | <http://www.legislation.gov.uk/ukdsi/2010/9780111500286/contents> |
| Code of Practice  |  | Code of Practice - Provision of Information for Postgraduate Medical Training ([CEL 10 (2014)](http://www.sehd.scot.nhs.uk/mels/CEL2014_10.pdf)). |
| GMC Building a supportive Environment |  | <http://www.gmc-uk.org/Under_embargo_05_03_15_Building_a_supportive_environment.pdf_59988406.pdf> |
| Management of Attendance | NHS Scotland Territorial Board  |  |
| Grievances and Disputes | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Removals/Excess Travel Expenses | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Management of Doctors in Difficulty  | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
|  |  |  |
| Recruitment and Selection/ Code of Practice  | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Bullying and Harassment | NES/ NHS Scotland Territorial Board | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Disciplinary | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Substance Misuse | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| New starter information for doctor in training | NHS Scotland Territorial Board  |  |
| Interview Expenses | As per T&Cs | [Pay and conditions for hospital medical and dental staff and doctors and dentists in public health medicine and the community health service: introduction of Specialty Registrar (StR) Grade including Fixed Term Specialty Training Appointments (StR (FT))](http://www.msg.scot.nhs.uk/wp-content/uploads/Circulars/PCS%27s/PCS%20Publications%20DD/PCS2007%28DD%2907.pdf) |
|  |  | [Guidance on the operation of the GP Registrar Scheme in Scotland; pay, accommodation, removal and associated expenses of GP Specialty Registrars in general practice – change of employer responsibility.](http://www.msg.scot.nhs.uk/wp-content/uploads/PCS2011GPR01.pdf) |
| Banding Appeals Procedure | As per T&Cs | [Pay and conditions for hospital medical and dental staff and doctors and dentists in public health medicine and the community health service: introduction of Specialty Registrar (StR) Grade including Fixed Term Specialty Training Appointments (StR (FT))](http://www.msg.scot.nhs.uk/wp-content/uploads/Circulars/PCS%27s/PCS%20Publications%20DD/PCS2007%28DD%2907.pdf) |
| Family Friendly Polices  | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Maternity and Paternity Leave Policy | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Parental Leave Policy  | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Whistleblowing | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Serious Untoward Incidents | NHS Scotland Territorial Board |  |
| Equal Opportunities | NES  | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Annual Leave Guidelines | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Ad Hoc Requests from Doctor in training for Specialised Equipment | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Appointing Locum Appointments for Training (LAT) Policy | NES | http://extranet.nes.scot.nhs.uk/gpstrs/policies-and-procedures.aspx |
| Data Sharing Agreement | DSA |  |
| Information Governance Policy | NHS Scotland Territorial Board |  |

#  Appendix 2 Data items and adequacy

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Data Item | source | recipients | Data minimisation justification | For data linkage only |
| Name | Staff Engagement Form | NES HR NHS Scotland Territorial Board Medical StaffingPlacement Supervisor/ Team | Who the Doctor in Training is |  |
| Address | Staff Engagement Form | NES HR NHS Scotland Territorial Board Medical Staffing | For authorisation of expenses claims. To assist contact with the DiT. |  |
| Email Address | Staff Engagement Form | NES HR NHS Scotland Territorial Board Medical Staffing | To assist contact with the DiT. |  |
| Contact Telephone Number | Staff Engagement Form | NES HR NHS Scotland Territorial Board Medical StaffingPlacement Supervisor/ Team | To assist contact with the DiT. |  |
| Emergency contact | Staff Engagement Form | NES HR NHS Scotland Territorial Board Medical Staffing | In case of emergency locally. |  |
| PVG status | Disclosure Scotland  | NES HR NHS Scotland Territorial Board Medical Staffing | Patient safety. |  |
| OH status | NHS Grampian Occupational Health  | NES HR NHS Scotland Territorial Board Medical Staffing | Patient safety. |  |
| Fitness to practice | GMC/ Responsible Officer | NES HR NHS Scotland Territorial Board Medical Staffing | Patient safety. |  |
| References | Referees/ Vacancy manager  | NES HR NHS Scotland Territorial Board Medical Staffing | Patient safety. |  |
| Identity documentation | Passport/ ID/ Utility Bills | NES HR NHS Scotland Territorial Board Medical Staffing | Validate identity and access to local systems. |  |
| OH reports | NHS Grampian Occupational Health | NES HR NHS Scotland Territorial Board Medical StaffingPlacement Supervisor/ Team | To support the DiT in the workplace. |  |
| Sickness absence | Self-certifications/ fit notes | NES HR NHS Scotland Territorial Board Medical StaffingPlacement Supervisor/ Team | To ensure absence is reported and processed through payroll.  |  |
| Performance management information | Supervisors/ patients. | NES HR NHS Scotland Territorial Board Medical StaffingPlacement Supervisor/ Team | To support the DiT in the workplace. Patient safety. |  |
| Additional hours | Notification of Change form | NES HR NHS Scotland Territorial Board Medical StaffingPlacement Supervisor/ Team | To ensure additional hours are logged and processed through payroll.  |  |
| Banding supplements | Excel Spreadsheet | NES HR and payrollNHS Scotland Territorial Board Medical Staffing | To ensure correct banding supplement is processed through payroll.  |  |
| Working pattern (hours, days of work) | SSTS | NES HR and payrollNHS Scotland Territorial Board Medical StaffingPlacement Supervisor/ Team | To implement contractual working pattern.  |  |
| Annual leave | SSTS | NES HR NHS Scotland Territorial Board Medical StaffingPlacement Supervisor/ Team | To ensure leave is administered and logged, processing through payroll in exceptional circumstances.  |  |
| Other leave (special, parental, paternity, maternity, adoption), | Forms | NES HR NHS Scotland Territorial Board Medical StaffingPlacement Supervisor/ Team | To ensure leave is administered, logged and processed through payroll. |  |

1. General Data Protection Regulation, May 2018. [↑](#footnote-ref-1)