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| **DATA SHARING AGREEMENT**  **N H S NATIONAL SERVICESLOG** |

**Occupational Health Information**

**Doctors & Dentists in Training (DDiT)**

Version 6.2

Date: July 2019

**Contents**

[1 Parties, Scope and Purpose 4](#_Toc509931295)

[1.1 Name and details of the parties who agree to share information 4](#_Toc509931296)

[1.2 Business and legislative drivers. 4](#_Toc509931297)

[2 Description of the information to be shared 7](#_Toc509931298)

[3 Description and manner of information sharing 7](#_Toc509931299)

[3.1 Data flows 7](#_Toc509931300)

[3.2 External data sources 7](#_Toc509931301)

[3.3 How data/information is to be accessed, processed and used 7](#_Toc509931302)

[4 Impact assessments and preparatory work 8](#_Toc509931304)

[4.1 Actions and countermeasures agreed from the impact assessment and preparatory work.](#_Toc509931305)

[5 Fair processing 8](#_Toc509931306)

[5.1 List of relevant Fair Processing Notice(s) 8](#_Toc509931307)

[5.2 Impact on people interests 9](#_Toc509931308)

[5.3 Consent decisions 9](#_Toc509931309)

[6 Accuracy of the information 9](#_Toc509931310)

[6.1 Agreed steps to ensure the accuracy of any data shared. 9](#_Toc509931311)

[6.2 Agreed arrangements for any challenges to the accuracy of information 10](#_Toc509931312)

[7 Data retention 10](#_Toc509931313)

[7.1 Retention periods and purpose. 10](#_Toc509931314)

[7.2 Secure disposal of information 10](#_Toc509931315)

[8 The rights of individuals 10](#_Toc509931316)

[8.1 Subject access request, FOIs and Objection to processing 10](#_Toc509931317)

[8.2 Direct Marketing 12](#_Toc509931320)

[8.3 Automated decisions 13](#_Toc509931321)

[9 Security 13](#_Toc509931323)

[10 International transfers of personal data 13](#_Toc509931330)

[10.1 List of countries where the data will be transferred to (if applicable). 14](#_Toc509931331)

[10.2 Reasons for transferring personal data outside the UK. 14](#_Toc509931332)

[10.3 Exceptions 14](#_Toc509931333)

[11 Implementation of the data sharing agreement 14](#_Toc509931334)

[11.1 Dates when information sharing commences/ends 14](#_Toc509931335)

[11.2 Training and communications 14](#_Toc509931336)

[11.3 Information sharing instructions and security controls 14](#_Toc509931337)

[11.4 Publication and transparency 15](#_Toc509931338)

[11.5 Non-routine information sharing and exceptional circumstances 15](#_Toc509931339)

[11.6 Monitoring, review and continuous improvement 15](#_Toc509931340)

[11.7 Sharing experience and continuous improvement](#_Toc509931341)

[12 Sign-off and responsibilities 15](#_Toc509931342)

[12.1 Name of accountable officer(s) 15](#_Toc509931343)

[12.2 Lead practitioner 15](#_Toc509931344)

* 1. [Signatories 15](#_Toc509931345)

# Appendix A...............................................................................................................19

# Appendix B...............................................................................................................21

# Appendix C...............................................................................................................21

# Appendix D...............................................................................................................21

# 1 Parties, Scope and Purpose

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

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| **Legal name of parties to DSA** |
| NHS Education for Scotland |
| NHS Ayrshire and Arran |
| NHS Borders |
| NHS Fife |
| NHS Forth Valley |
| NHS Grampian |
| NHS Greater Glasgow and Clyde |
| NHS Highland |
| NHS Lanarkshire |
| NHS Lothian |
| NHS Tayside |
| NHS Dumfries and Galloway |
| NHS Orkney |
| NHS Shetland |
| NHS Western Isles |
| NHS Health Scotland |
| NHS National Waiting Times Centre |
| NHS 24 |
| The State Hospitals Board for Scotland |
| Common Services Agency commonly known as National Services Scotland |
| Healthcare Improvement Scotland |

## Business and legislative drivers.

### Purpose of the information sharing

This DSA details the purpose of information sharing between the following information systems:

* Turas People
* Occupational Health & Safety Systems (Cohort, OPAS, e-OPAS)
* Electronic HR systems (e.g. e-ESS, EMPower)

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| --- | --- |
| **Purpose description** | **Primary or secondary purpose** |
| This Data Sharing Agreement (DSA) has been developed to support the regular sharing of personal information relating to employees and trainees of NHS Scotland. The agreement supports the appropriate sharing of DDiT information between the Boards of NHS Scotland with the understanding that personal data may not necessarily remain within the confines of a single employing authority. It aligns with the DSA developed for NHS Scotland National HR Shared Services as part of the National Health and Social Care Delivery Plan (2016) to take forward the actions of the shared services agenda and within the principles of Once for Scotland. In particular to transform the way support services are delivered by integrating services across boundaries, to support a programme to enhance the employment and training opportunities for Doctors and Dentists in Training (DDiT) and to fulfil the expectation of a single OH clearance at the point of on-boarding and a single OH record which will accompany the DDiT as they progress through placements.  Occupational Health data will be shared in order to:   * Provide DDiT with optimum continuity of employment * Ensure consistent application of processes across NHS Scotland * To minimise duplication of processing for on-boarding and throughout rotation of clinical placements * Support the use of the OH Record as a continuing and dynamic document with additional information to be included whenever the DDiT receives input from OH services   The whole OH Record will be shared between Boards via the agreed “push” mechanism  **Context at the point of employment to training programme (On-boarding). This may be completed in a Placement Board on behalf of the Employing Board or by Employing Board if it is the initial placement**   * Completed pre-employment clearance form assessed by OH * Confirmed as fit/not fit or fit with adjustments * Data transferred to Employing Board OH system (if undertaken by a Placement Board)   **Context at the point of rotation of DDiT through clinical placements**   * The initial Placement Board provides OH record to next Placement Board * Record will accompany the DDiT (ie the data subject) as they move from Placement Board to Placement Board. OH service of outgoing Board will “push” record to next Placement Board and at this point also will notify the Employing Board of any additional information added to the record during placement * The Employing Board will require to have ready access to the detail within the OH record * On completion of the rotation programme the record will be returned to and reconciled at the Employing Board   The OH record is a self contained record. There is no data pulled from the Core, SWISS or Workforce databases therefore these are referred to within the agreement for background purposes only.  This Data Sharing Agreement applies to only those DDiT who joined the programme from August 2018 onwards (ie those employed under the auspices of the four Employing Boards and the Placement Boards acting on behalf of those Employing Boards). It is anticipated that the DSA will extend to apply to all Doctors in Training following necessary communication with the cohort of doctors who were in training prior to August 2018.  This has now been completed and all DDIT have had a copy of this agreement shared with them with an invite to raise any concerns  To date no concerns have been raised | Primary |

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

### Legal basis for the processing and constraints

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| --- | --- |
| **If sharing personal data:** | |
| **Under the General Data Protection Regulations from 25 May 2018:** | |
| 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 | 9(2)(h) – processing is necessary for the purposes of preventive 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    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 |

# Description of the information to be shared

The OH record consists of a data set of:

* Identifier data for the data subject, the national pre-employment questionnaire completed by the data subject
* The outcome information of assessment by the OH specialist to confirm fitness for programme and any adjustments/specific considerations which forms the initial clearance record
* Additional information which will be added to the record throughout the training programme as and when the DDiT may be referred to OH for review/contamination injuries/updated adjustment requirements

The data set is described as a table in Appendix A of this document

# Description and manner of information sharing

## Data flows

The Occupational Health information is contained within a stand-alone form completed by the DDiT on Turas People and does not pull information from other databases.

Appendix B describes data flows

## External data sources

The data subject inputs information via Turas People.

OH Services manage the information by inputting to either the Cohort system or e-OPAS system. Data is managed as a self contained record within the OH system.

### Occupational Health Information

The Occupational Health Record will be transferred, in effect following the DDiT as they transfer for one placement to the next, by “push method” from OH Service to OH Service.

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

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| **Data use description** | **Associated work instructions, policy or procedure (if applicable)** |
| Occupational Health Data (Record)  Occupational Health Outcome Data for clearance/pass fit for programme | Policies and guidance:   * Staff Governance Standard * Each Board local policies on Information Governance and Security * Employment Responsibilities Agreements * Staff Recruitment and Selection Policies * Management of Doctors in Difficulty * Substance Misuse * Grievances and Disputes * Employee Conduct * New Start Information for Doctors in Training * Health and Wellbeing Policies * Reference Guide for Postgraduate Speciality Training in the UK (the Gold Guide) * Bullying and Harassment * Ad hoc Requests from Doctor in Training for Specialised Equipment * Maternity and Paternity Leave Policy * Parental Leave Policy * Serious Untoward Incidents |

# Impact assessments and preparatory work

Data Protection Impact Assessment has been prepared by NHS National Services Scotland (NSS). This is available on request.

Each NHS Scotland Board has a duty to ensure all staff are trained in mandatory Information Governance training, Safe Information Handling.

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

# Fair processing

Each NHS Scotland Board has a duty to inform employees and trainees about what information is being collected and held about them, the purpose or legal basis for doing so (including any statistical or analytical purposes), who the information may be shared with and the reasons for sharing, at the earliest opportunity. A national Data Protection Notice has been drafted and approved for informing employees and trainees (Appendix C)

Each Board acknowledge that they have the appropriate policies and procedures in place to facilitate both the protection and the exercising of individual rights. Each Board will comply with the rights of employees and trainees in a fair and consistent manner and in accordance with any specific legislative requirements, regulations or guidance.

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

* NHS Scotland Data Protection Notice, published May 2018
* Local Regional and Board Data Protection Notices
  + NHS Education for Scotland
  + NHS Ayrshire and Arran
  + NHS Borders
  + NHS Fife
  + NHS Forth Valley
  + NHS Grampian
  + NHS Greater Glasgow and Clyde
  + NHS Highland
  + NHS Lanarkshire
  + NHS Lothian
  + NHS Tayside
  + NHS Dumfries and Galloway
  + NHS Orkney
  + NHS Shetland
  + NHS Western Isles
  + NHS Health Scotland
  + NHS National Waiting Times Centre
  + NHS 24
  + NHS Health Improvement Scotland
  + The State Hospitals Board for Scotland
  + Common Services Agency (commonly known as National Services Scotland)
  + A Reference Guide for Postgraduate Speciality Training in the UK 2018 (the Gold Guide 7th edition)

## ****Impact on people interests****

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| **Impact description** | **Control measure** |
| Information will only be shared for the purposes of completion of Occupational Health clearance and ongoing review/surveillance | Changes in processing will be negotiated and agreed by both the health board data controller, the data processor, reflected in the DSA and communicated to data subjects |
| Information will only be shared for the purposes of administering appropriate and necessary employment activities throughout the trainees employment contract |
| Risk of accidental disclosure of stored data during data transfer | Data must be transferred on secure network.  All NHS Scotland staff are required to undertake mandatory IG training |
| Risk of accidental disclosure of stored personal data due to unauthorised access to data store | Local Board Information Governance policies and procedures |

## ****Consent decisions****

Agreement by the data subject to be assessed by Occupational Health Services will be obtained as part of the employment contract. Thereafter sharing of data is covered by the legal basis described in Section 1.2.2

# 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, offices 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 parties in this agreement, an updated replacement dataset will be communicated to the parties. The parties will replace the out of date data with the revised data as applicable.
* Parties are independently responsible for ensuring processes are in place to allow individuals to challenge the accuracy of information.

# Data retention

## Retention periods and purpose.

* Parties 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 Employing Board remains the primary information owner and record keeper for the information that is shared.
* At the end of DDiT training programme the record will be returned to the Employing Board
* The retention period for the information shared will be in line with the NHS Scotland Code of Practice for Records Management. All local Board policies and procedures should be in line with this standard, thereby a Once for Scotland standard.
* The recipient (Employing Board/or Placement Board acting on their behalf) will not release the information to any third party without obtaining the express written authority of the party who provided the information.

## 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 EU GDPR compliance.

# The rights of individuals

## Subject access request, FOIs and Objection to processing

Under the General Data Protection Regulation / UK Data Protection Act 2018 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 one-month 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.

**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](https://gdpr-info.eu/art-22-gdpr/)(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](https://gdpr-info.eu/art-46-gdpr/) 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. 18 GDPR – Right to restrict processing**

1. The data subject shall have the right to obtain from the controller restriction of processing where one of the following applies:
   1. the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data;
   2. the processing is unlawful, and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
   3. the controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims;
   4. the data subject has objected to processing pursuant to [Article 21](http://www.privacy-regulation.eu/en/article-21-right-to-object-GDPR.htm)(1) pending the verification whether the legitimate grounds of the controller override those of the data subject.

2. Where processing has been restricted under paragraph 1, such personal data shall, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State.

3. A data subject who has obtained restriction of processing pursuant to paragraph 1 shall be informed by the controller before the restriction of processing is lifted.

**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(](https://gdpr-info.eu/art-6-gdpr/)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 defense 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](http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32002L0058), 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(](https://gdpr-info.eu/art-89-gdpr/)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.

## Direct Marketing

Direct marketing is not involved in this agreement.

## 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

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 (Appendix 1) as example: NSS Information Security Policy, NSS Information Governance Policy
* Authorised individuals act only within the scope of their authority. This is achieved through the following work instructions, policies and procedures as example: NSS Information Security Policy, NSS Information Governance Policy
* 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: NSS Information Security Policy, NSS Information Governance Policy
* 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 in line with each partner organisations’ incident reporting procedures and EU GDPR regulations
* Significant data breaches involving personal information provided by partners under this DSA 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 General Data Protection Regulation EU GDPR/UK Data Protection Act 2018, Privacy and Electronic Communication Regulations (PECR) as well as EU ePrivacy Regulation when it becomes enforceable law.

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| 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

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| 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

## 10.3 Exceptions n/a

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

# Implementation of the data sharing agreement

## Dates when information sharing commences/ends

* Will take effect from xxxx 2018.

## Training and communications

* All NHSS staff must complete mandatory safe information handling training via Learnpro or equivalent via local Health Board training packages.
* NES staff adhere to NHS Education for Scotland Confidentiality and Information Governance policies and procedures.
* NSS OH staff adhere to NHS National Services Scotland Confidentiality and Information Governance policies and procedures.

## Information sharing instructions and security controls

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 EU GDPR, Data Protection Act 2018, Privacy and Electronic Communication Regulations (PECR) as well as EU ePrivacy Regulation when it becomes enforceable law in 2019.

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

Relevant NHS Scotland Boards’ Information Governance policies are available on request.

## Publication and transparency

* The data collected will not be published other than anonymised compliance reports.
* NHS Scotland Data Protection Notice can be found on the NHS Boards websites

## Non-routine information sharing and exceptional circumstances

* Consent from the data subject or from the relevant Health 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.

# Sign-off and responsibilities

## Name of accountable officer(s)

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| **Accountable Officer Name** | **Post title** | **Organisation** |
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| **Senior Information Risk Owner Name** | **Post title** | **Organisation** |
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## Lead practitioner

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| **Lead IG Practitioner Name** | **Post title** | **Organisation** |
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## 12.3 Signatories

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| Name of Parties to DSA | NHS Education for Scotland | |
| Authorised signatories to DSA | Title /Name | Dorothy Wright |
| Role | Director of Workforce |
| Head Office address | Westport 102, West Port, Edinburgh EH3 9DN | |

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| Name of Parties to DSA | NHS Ayrshire and Arran | |
| Authorised signatories to DSA | Title /Name | Patricia Leiser |
| Role |  |
| Board HQ Address |  | |

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| Name of Parties to DSA | NHS Borders | |
| Authorised signatories to DSA | Title /Name | John Cowie |
| Role |  |

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| Name of Parties to DSA | NHS Dumfries and Galloway | |
| Authorised signatories to DSA | Title /Name | Caroline Sharp |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | NHS Fife | |
| Authorised signatories to DSA | Title /Name | Barbara Anne Nelson |
| Role | Director of Workforce, NHS Fife |

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| Name of Parties to DSA | NHS Forth Valley | |
| Authorised signatories to DSA | Title /Name | Linda Donaldson/Allison Richmond-Ferns |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | Golden Jubilee Foundation | |
| Authorised signatories to DSA | Title /Name | David Miller |
| Role |  |
| Head Office address |  | |

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|  | NHS Grampian | |
| Authorised signatories to DSA | Title /Name | Annie Ingram |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | NHS Greater Glasgow and Clyde | |
| Authorised signatories to DSA | Title /Name | Anne MacPherson |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | Health Improvement Scotland | |
| Authorised signatories to DSA | Title /Name | Ann Laing/Maggie Waterson |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | NHS Health Scotland | |
| Authorised signatories to DSA | Title /Name | Jim Carruth |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | NHS Highland | |
| Authorised signatories to DSA | Title /Name | Dawne Bloodworth/Gaye Boyd |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | NHS Lanarkshire | |
| Authorised signatories to DSA | Title /Name | Kenneth Small |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | NHS Lothian | |
| Authorised signatories to DSA | Title /Name | Janis Butler |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | Common Services Agency commonly known as National Services Scotland | |
| Authorised signatories to DSA | Title /Name | Jacqui Jones |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | NHS Orkney | |
| Authorised signatories to DSA | Title /Name | Annie Ingram |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | NHS Shetland | |
| Authorised signatories to DSA | Title /Name | Colin Marsland |
| Role | Director of Finance |
| Head Office address |  | |

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| Name of Parties to DSA | The State Hospital | |
| Authorised signatories to DSA | Title /Name | John White |
| Role |  |
| Head Office address |  | |

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| Name of Parties to DSA | NHS Tayside | |
| Authorised signatories to DSA | Title /Name | George Doherty |
| Role |  |
| Head Office address |  | |

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| --- | --- | --- |
| Name of Parties to DSA | NHS Western Isles | |
| Authorised signatories to DSA | Title /Name | Jennifer Porteous |
| Role |  |
| Head Office address |  | |

|  |  |  |
| --- | --- | --- |
| Name of Parties to DSA | NHS 24 | |
| Authorised signatories to DSA | Title /Name | Linda Lynch |
| Role |  |
| Head Office address |  | |

Appendix A

Detail to be shared between OH Services:

|  |  |  |
| --- | --- | --- |
| Data field | Purpose(data controller status described below) | PD\*/  SCD\* |
| First name | Correspondence & component of unique identifier | PD |
| Surname | PD |
| Date of birth | PD |
| Post title | PD |
| Home address | PD |
| Email address | Correspondence | PD |
| Mobile number | PD |
| Health surveillance date due (e.g. skin) | Clinical & operational detail | SCD |
| Course (immunisation &/or bloods) date due | SCD |
| Course (immunisation &/or bloods) date given | SCD |
| Blood Borne Virus follow up require yes /no | SCD |
| Modifications or any adjustments required in workplace | SCD |
| Immunisation certificate (pdf) | SCD |
| Occupational Health clinical record (inc. Management referral, self referral, clinical notes) | SCD |

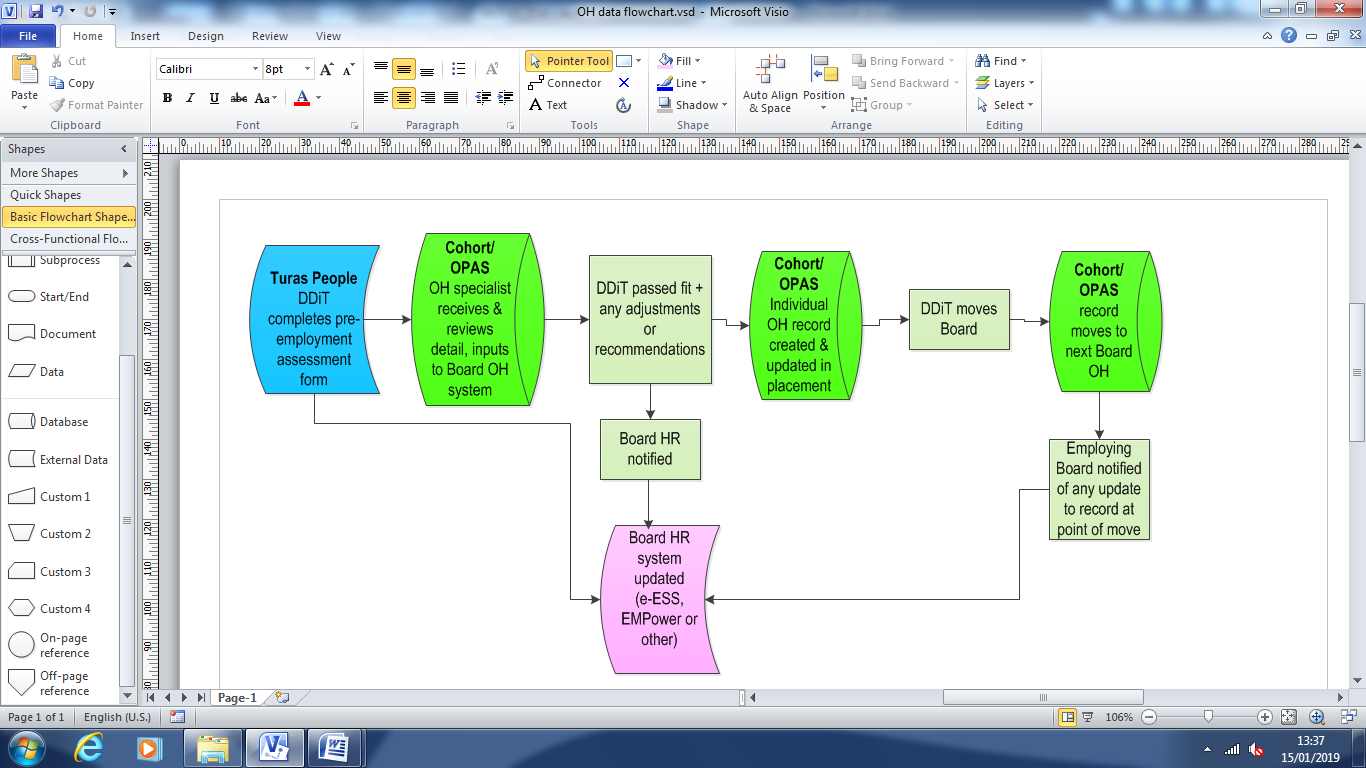
|  |  |  |
| --- | --- | --- |
| Pre-employment questionnaire data (initial OH Review) | Data Controller status |  |
| For each of the Disease Immunisations – Response – True/False and Dates | Data Controller – Employing and Boards Occupational Health Teams | SCD |
| For each of Health History questions – Response – True/False and Notes | SCD |
| Family Doctor Name | PD |
| Family Doctor Address | PD |
| Family Doctor Telephone Number | PD |
| Recent Sickness Periods | SCD |
| Work Affecting Illness | SCD |
| Work Affecting Illness Notes | SCD |
| Work Adjustments Required | SCD |
| Work Adjustments Required Notes | SCD |
| Ongoing Treatments | SCD |
| Ongoing Treatments Notes | SCD |
| Alcohol Dependency | SCD |
| Drug Dependency | SCD |
| Skin Problems | SCD |
| Alcohol Drug Skin Notes | SCD |
| Health Issues for Discussion | SCD |
| Performing EPP | SCD |
| Working in Tissue Retrieval | SCD |
| Requested Blood Borne Virus Testing | SCD |
| Abnormal Chest X-ray | SCD |
| BCG Vaccination | SCD |
| BCG Vaccine | SCD |
| Chest X-ray | SCD |
| Chicken Pox Antibodies | SCD |
| Diphtheria Whooping Cough | SCD |
| Fever | SCD |
| Had Chickenpox | SCD |
| Hepatitis B Antibody | SCD |
| Hepatitis B Surface Antigen | SCD |
| Hepatitis B Vaccination | SCD |
| Hepatitis C Antibody | SCD |
| HIV Antibody | SCD |
| Interferon Gamma | SCD |
| Mantoux | SCD |
| Mumps | SCD |
| Night Sweats | SCD |
| Persistent Productive Cough | SCD |
| Recently Outside UK | PD |
| TB Contact | SCD |
| TB Diagnosis | SCD |
| TB Skin Test | SCD |
| T Spot Test | SCD |
| Unexplained Weight Loss | SCD |
| Employment History |  |
| Job Title | PD |
| Employer Name | PD |
| From - To | PD |
| Notes | PD |
| Upload of multiple files with proof of immunisation | SCD |
| **OUTCOME OF OH REVIEW:** |  |  |
| Cleared / not cleared for work | Data Controller – Employing Boards Medical Staffing Team and HR Team with level 1 and 2 access  This information will be available to employing and on behalf of Boards using the employee records system (Eess) | PD |
| Adjustments detail | SCD |
| Training Programme Information |  |
| Programme (whole programme) | PD |
| Parent Education Provider (current and next) | PD |
| Programme Duration | PD |
| Grade | PD |
| Specialty (current and next) | PD |
| Reported sickness absence from SSTS (days/hours lost) | SCD |

(\*) PD – Personal Data as defined within the EU GDPR 2018 Article 4 (1)

(\*) SCD – Special Category Data as defined within the EU GDPR 2018 Article 9 (1)

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

Appendix B – data flow diagram



Appendix C – Data Privacy Statement

Example can be accessed: <https://nhsnss.org/how-nss-works/data-protection/>

Appendix D – Process maps (as at January 2019)





