



Dated:

**Information Sharing Agreement
For
The Leeds Care Record (LCR)**

Information Sharing Agreement for the Leeds Care Record

Document Control

1. Revision History		
Issue	Date	Revision Details
Version 1.4 Draft	1 st March 2014	Full Revision
Version 1.5 Draft	20 th March 2014	2 nd revision following consultation with stakeholders
Version 1.6 Draft	10 th April 2014	3 rd revision following consultation with stakeholders
Version 1.7 Draft	11 th April 2014	4 th revision following consultation with stakeholders
Version 1.8 Draft	15 th April 2014	5 th revision following consultation with stakeholders
Version 2.0	24 th April 2014	6 th revision following consultation with stakeholders
Version 2.1	1st May 2014	Changes following additional proofreading
Version 2.2	8th May 2014	Changes to section 8 - removal of ISB standard 1572 which has since been withdrawn and replaced with supporting acts in place.
Version 2.3	13th May 2014	Removal of mental illness from the exclusion list (section 8)
Version 2.31	19th May 2014	Removal of duplicated sentence in section 8.1
Version 2.32	13th August 2014	Update to appendix A
Version 2.33	16th October 2014	Update to appendix A
Version 2.34	23rd February 2015	Update to appendix A&B
Version 3.0	19th January 2018	Rewrite to include write access and GDPR
Version 3.1	23rd January 2018	Amendments made by the Leeds Information Governance Steering Group
Version 3.2	4 June 2019	Update appendix B and approval given from LTHT IG manager

Background Information.

The provision of high quality, evidence-based care requires the right information to be available to the right person at the right time and this, in turn, requires patient information to be shared within the health and social care community in a lawful and ethical way to support the provision, management and quality assurance of that care.

Information sharing is crucial to the operation of comprehensive and continually improving health and social care provision through partnership working and embracing new technologies.

Health and social care service providers have a legal responsibility to ensure that their use of personal data is lawful, properly controlled and that individual rights are respected. (For the purpose of this Agreement the terms “data” and “information” are synonymous.)

The balance between the need to share personal data to provide a quality service and the protection of confidentiality can be difficult to achieve and it is important that our service users are confident that their personal information is safe and secure and will only be shared in transparent and appropriate circumstances.

The aim of this document is to facilitate the processing of relevant and proportional personal data and sensitive personal data between the participating health and social care providers, in line with the recommendations of Caldicott Reviews of 1997, 2013 and the provisions of the General Data Protection Regulation (GDPR).

1. Introduction

- 1.1 The objective of integrated health and social care is to move away from isolated episodic care to a holistic approach, where those responsible for providing health, care and support work together to tailor and deliver a combination of services to meet the needs of the individual patient or service user.¹
- 1.2 Sharing information is essential to ensure the provision of efficient joined-up services; designed to give the best care and outcomes to an individual based on their personal needs and circumstances. The motto for integrated care services should be: 'To care appropriately, you must share appropriately'².
- 1.3 The Leeds Care Record (LCR) supports the delivery of integrated care by providing health and social care professionals with a single point of access to information about a service user, collected from their separate medical and care records.
- 1.4 Processing such information is subject to information governance law, policy and procedures.
- 1.5 Service users must be informed about the LCR.
 - a) Feel confident that personal information about them is held safely and securely;
 - b) understand how it is being collected and used, why it is being shared and with whom;
 - c) trust that it will only be shared appropriately when it is in their best interests; and
 - d) know what choices they have regarding the use of their personal information, the consequence of their decisions and how to raise concerns or exercise their rights in that respect.
- 1.6 It is also important that health and social care professionals and supporting staff understand and apply their legal and contractual duty to ensure their use of personal confidential data (PCD)³ is ethical and lawful and the rights of the service user are respected.

¹ The term "service user" is a general term used within this document to mean any individual, patient, social care client or user of services – anyone who receives health and social care services.

² Information Governance Review: Information: To Share or Not to Share? Department of Health March 2013 also referred to as "Caldicott 2".

³ Personal Confidential Data is a term introduced by Caldicott 2 to describe the full range of information about an individual used within health and social care. See glossary for the full definition.

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- 1.7 Registered professionals are also bound by the ethical codes of practice of their regulatory body.
- 1.8 The purpose of this document is to set out a common set of information governance rules that each party subject to this agreement will adopt to enable health and social care professionals supporting individual service users to share PCD via the LCR.
- 1.9 This document does not provide the legal basis for PCD to be shared. Consideration still has to be given to the legal implications that ensure fair and lawful processing.
- 1.10 This document does not provide legal advice. In some circumstances, it may be necessary or prudent to seek legal advice. Nothing within this agreement would prevent or restrict a partner organisation from doing so, however it is advisable that the lawyer's response to a request for advice is shared with the other parties and this agreement is revised accordingly in light of those recommendations.
- 1.9 Neither is this agreement legally binding or enforceable between the signatory partners. Each partner is a Data Controller⁴ and legally responsible for ensuring their processing of personal data is fair and lawful and complies with the Articles of the GDPR.
- 1.10 Each Data Controller must also be a signatory party of the supporting LCR Data Processing Contract, which sets out the legal requirements for the operation of the LCR to ensure compliance with the GDPR.

2. Objectives

2.1 The objectives of this Agreement are to:

- (a) ensure service user rights are respected and to minimise the risk of breaking the law;
- (b) secure public trust by ensuring that legally required safeguards are in place and complied with;
- (c) define the purposes for processing PCD;
- (d) increase data processing by setting out the principle for sharing PCD about individual service users when it is in their best interest;
- (e) provide a framework for the secure management of PCD;
- (f) ensure staff have a better understanding of when and whether it is acceptable to process PCD;
- (g) harmonise where possible and support the policies and procedures of each partner organisation regarding the security and confidentiality of personal data; and
- (h) define how the Agreement will be authorised, implemented, published, monitored and reviewed.

3. Duration and Scope

- 3.1 This document is an Information Sharing Agreement between the integrated health and social care partners in Leeds listed in Section 4 and will commence from [XXXXXXX]
- 3.2 It is specifically designed to support the development of the LCR to enable lawful processing of PCD between the listed partner organisations to support integrated care where it is necessary for the safe, effective care of the individual service user.
- 3.3 This Agreement is supplemented by the policies, procedures and guidelines of the partner organisations.
- 3.4 This Agreement is owned by the signatory parties.
- 3.5 On behalf of the signatory parties the Leeds Information Governance Steering Group, will undertake responsibility for the development of jointly agreed policy and procedure that is necessary to support this Agreement and outlined in Section 10; monitoring subsequent external developments in information governance policy and law that may impact on the agreed terms and conditions.

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- 3.6 The Leeds Information Governance Steering Group will ensure any proposed changes and updates to this agreement are communicated to the signatory parties and to the LCR Project Board.
- 3.7 The LCR Project Board will undertake responsibility for signing off the proposed changes and updates on behalf of the signatory parties, ensuring a period of time has been allowed for consultation.
- 3.8 All signatories are responsible for communicating any concerns about the proposed changes and updates to the LCR Project Board.

4. Health and Social Care signatory partners to this agreement.

Name/organisation	Abbreviation	Date Added

The list of signatures can be found at Section 15 and Appendix A.

5. The Conditions for Information Sharing

- 5.1 PCD should be processed between members of the care team when it is needed for the safe and effective care of the individual.
- 5.2 Information processing for the purpose of this agreement is dependent upon the individual service user being informed that their LCR will be created and understand how and when their PCD will be used, who it will be shared with, and are aware of their rights in that respect and what actions they should take if they have any concerns or wish to exercise their right to object.
- 5.3 The agreed approach is to ensure all Leeds residents are informed via a series of planned city-wide communications, which gives people the right to object to the processing of the information if they so choose.
- 5.4 Communications materials, including fair processing notices and leaflets are provided in the LCR Communications Toolkit, a copy of which is available at www.leedscarerecord.org.

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- 5.6 LTHT will manage the objections made by individuals to the processing of data on behalf of the signatory partners.
- 5.7 There is a dependency upon each separate organisation and GP Practice to ensure the service users have been adequately informed about the LCR. There is dependency on each separate organisation and GP Practice to advise service users on their options prior to them registering their objection in relation to the processing of information in the LCR.
- 5.8 Because there is a risk that the service user may not be aware of the LCR or have had an opportunity to register their dissent prior to it being made available to the care team, staff are advised to ask the service user if they are aware that their LCR has been created and do they have any objections to it being viewed prior to their record being accessed. This is referred to as “Approval to view” and is inline with best practice and the national approach.

6. The Purpose(s) for Information Sharing

- 6.1 Information should be processed between authorised health and social care professionals and their teams with whom the individual has a legitimate relationship where it is necessary for the primary purpose of their “direct care”.
- 6.2 “Direct care” is defined as a clinical, social, or public health activity concerned with the prevention, investigation and treatment of illness and the alleviation of suffering of individuals (all activities that contribute to the diagnosis, care and treatment of an individual)⁵. It includes:
- purposes of preventive or occupational medicine,
 - for the assessment of the working capacity of the employee,
 - medical diagnosis,
 - the provision of health or social care or treatment or the management of health or social care systems
- 6.3 It does not include research, teaching, financial audit or risk stratification.
- 6.4 Data will be effectively ‘de-identified’ for any other purpose that does not constitute a “direct care” purpose (a secondary purpose), unless the individual service user has provided their explicit consent or another lawful basis can be applied to support the justifiable use of that PCD.

⁵ Health and Social Care Information Centre Confidentiality Guidance for Health and Social Care - references

7. The Types of Information to be processed.

- 7.1 Only information that is necessary, relevant and proportionate to the direct care purpose will be processed.
- 7.2 A schedule of information items to satisfy this aim will be developed, agreed by the signatory partners and subsequently issued as Appendix B to this Agreement.

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8. Information Excluded from the LCR:

8.1 Information of a highly sensitive nature will not be shared routinely via the LCR, which includes:

- Legally restricted data i.e.
 - IVF, fertility treatment and Embryology⁶;
 - HIV/AIDS;
 - Venereal disease and STI's⁷;
 - Gender realignment⁸
- Sensitive data that patients would not expect to be routinely disclosed i.e.
 - Termination of pregnancy;
 - Gender identity
- Specific information collected during an enquiry into safeguarding concerns
- Carer records
- Service user financial status

This list is not exclusive and will be further considered and completed during the development of the information sharing schedule (part 7 Appendix B).

8.2 This does not prohibit the information from being shared outside the LCR. Information sharing agreements that cover the sharing of information for these purposes should be followed.

⁶ Restricted by the Human Fertilisation Act 1990 as amended by the Human Fertilisation and Embryology (Disclosure of Information) Act 1992

⁷ NHS Trusts and Primary Care Trusts (Sexually Transmitted Diseases) Directions 2000

⁸ Gender Recognition Act 2004

9. Restrictions on the use of Information

- 9.1 All information that is processed, personal or otherwise, must only be used where it is necessary, relevant and proportionate for the purpose of direct care and in accordance with the service user's expectations (as explained in the LCR communications programme) and specified in this agreement.
- 9.2 Exceptions to this are only applicable when the disclosure is mandated by statute or regulation, under the instructions of a court or via obtaining the explicit consent of the service user.
- 9.3 Any further uses made of this data will not be covered by the Agreement and will be in breach of the Agreement and at risk of being unlawful. This would be managed in accordance with each partner organisations local incident management policies and procedures.

10. Access to information

10.1 Authorised Health and Social Care Staff

Access to the LCR will be provided to health and social care professionals and their teams involved in the provision of direct care to service users and controlled in accordance with the LCR Access Management policy and procedure, developed by the Leeds Information Governance Sub-group, agreed by the LCR Project Board and issued as Appendix C of this Agreement⁹.

LTHT will manage the user access management procedures, including the registration and de-registration of access, on behalf of the LCR partners.

10.2 Individual service users

Article 15 of the GDPR provides an individual with a right of access to their personal data.

It is the responsibility of each individual partner agency to manage subject access requests for the personal information they hold.

If LTHT receive a subject access request for LCR data, they will refer the service user to the relevant organisation.

10.3 Access to PCD for non-direct care purposes

- 10.3.1 Only professionals directly involved in the provision of direct care should see an individual's confidential identifiable information held in the LCR.
- 10.3.2 Identifiable information should not be accessed directly by, or passed to a third party, unless there is another legal basis can be applied to support the disclosure or the individual service user has been informed and given their explicit consent (which is recorded as evidence).
- 10.3.3 Where another legal basis does apply, the individual service user concerned must be informed of the intention to disclosure, unless to do so would cause harm (either to the individual themselves or put another person at risk) or it would be detrimental for the purpose (e.g. it would prejudice the prevention or detection of a serious crime).
- 10.3.4 Any decision to disclose information about a service user for a non-direct care purpose (e.g. because the information is required by a court order/statute or there is an overriding public interest in doing so), must only be made by the organisation responsible for that information on a case-by-case basis, seeking additional legal or other specialist advice where appropriate.
- 10.3.5 If LTHT receive a request for PCD for a non-direct care purpose, they will refer the requestor to the relevant organisation.

10.4 Requests for Access to non-PCD Information

- 10.4.1 The procedure for managing requests for information, including requests made under the Freedom of Information Act 2000, will be documented and approved by the LCR Project Board.¹⁰
- 10.4.2 LTHT will manage requests for information concerning the LCR in accordance with the approved LCR Access Management policy and procedure (see 10.1) on behalf of the LCR partner agencies.

¹⁰ As part of the LCR Access Management policy under ⁷

11. Data Protection Legislation

11.1 Data Controllers

- 11.1.1 In the terms of the GDPR a Data Controller works alone, jointly or in common with other data controllers, depending on the circumstances of the data processing activity¹¹.
- 11.1.2 Each Health and Social Care partner is an individual Data Controller and is alone legally responsible for ensuring their processing of PCD is done fairly and lawfully in compliance with data protection legislation.
- 11.1.3 Any processing of personal data undertaken by a Data Controller and their staff, is undertaken in their own right and each Data Controller party to this Agreement is not liable for the actions of another.
- 11.1.4 The GDPR conditions for processing are listed in Appendix D.
- 11.1.5 The Data Controllers work jointly to decide and agree the policy under which the LCR will operate.
- 11.1.6 The Data Controllers work in common sharing the pool of information held in the LCR, which they process independently of each other under the terms of this Agreement and in accordance with the law.

11.2 Data Processor

- 11.2.1 LTHT is a Data Controller in respect of the personal data held about their patients.
- 11.2.2 LTHT also acts as the Data Processor in respect of their duties in the provision and hosting of the LCR service and the management functions outlined in this document.

11.3 Article 28 & 32 GDPR

- 11.3.1 Article 32 of the GDPR requires an assessment to ensure that the appropriate level of security is applied to the processing of data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

¹¹ DPA Part 1 Section 4(4)

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11.3.2 In particular, where a Data Controller enters into an arrangement with a Data Processor to process personal data on their behalf, that arrangement must be supported by a written contract. Article 28 of the GDPR states processing by a processor shall be governed by a contract or other legal act under Union or Member State law, that is binding on the processor with regard to the controller and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller. That contract or other legal act shall stipulate, in particular, that the processor:

- a) processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b) ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) takes all measures required pursuant to Article 32 of the GDPR;
- d) taking into account the nature of the processing, assists the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- e) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to the processor;
- f) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data;
- g) makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including

inspections, conducted by the controller or another auditor mandated by the controller.

With regard to point (g), the processor shall immediately inform the controller if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions.

12. Information Governance Agreement

- 12.1 An objective of this agreement is to provide assurance that all parties will work to the same level of information governance standards.
- 12.2 This is measured through the annual self-assessment audit against the service-specific standards set out in the Information Governance Toolkit (IGT) or equivalent standard. Non-compliant organisations will have their access revoked and would be required to have formal discussions regarding access.
- 12.3 In particular, to support the LCR Information Sharing agreement, it is the responsibility of each partner to:
- Identify a named individual(s) who takes responsibility for this Agreement on behalf of the partner organisation;
 - Identify a named individual to act as the organisation's central point of contact to support the operation of LCR information sharing;

Have procedures and policies in place to ensure:

- Staff (including temporary staff, agency staff, secondees, contractors, students, placements and volunteers) who have access to the LCR have been trained and understand their legal and contractual duties for the protection and use of confidential information;
- Organisational and technical security measures protect the integrity, confidentiality and reliability of PCD held in the LCR e.g. via documented access controls, contracts of employment, codes of conduct, information governance policies and education and training programmes;
- Information is of a quality fit for the purpose for which it is to be used; including being complete, accurate and up to date, otherwise any decision based on the information may be flawed and inappropriate actions may result;

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- Policies and procedures are in place to detect, report, investigate and manage personal data breach incidents¹², which include provisions for informing the Information Commissioner's Office and the data subject(s) as appropriate;
- Appropriate Human Resources procedures are in place to deal with staff responsible for a personal data breach incident and all staff are made fully aware of those procedures;
- Procedures are in place and published to deal with individual service user's rights i.e. procedures for dealing with requests for access to personal data, right to information, right to object to certain data sharing, queries and complaints.

13. Information Sharing Agreement

- 13.1 All partners agree to uphold the common law duty of confidentiality, the GDPR and Human Rights Act 1998 and ensure PCD is shared fairly, lawfully and responsibly in accordance with the Caldicott Principles and NHS Digital Confidentiality Code of Practice.
- 13.2 All partners agree to implement on-going LCR fair processing communications without exception to support fair and lawful information sharing for integrated care purposes.
- 13.3 All partners agree to publish this agreement in addition to other fair processing information to support openness and transparency.¹³
- 13.4 All partners agree to work together to establish and implement technical and organisational policies and procedures that support the sharing of PCD in accordance with this Agreement.

¹² The Independent Information Governance Review Panel recommended the term "personal data breach incident" to be used as the standard term for health and social care services to cover 'data losses', 'personal data breaches' and 'information governance serious incidents' etc. See Glossary.

¹³ Fair processing is a requirement of the first DPA principle (fair and lawful).

14. Responsibility for this Agreement

- 14.1 Each partner takes responsibility for ensuring the application of the terms and conditions of this Agreement within their organisation.
- 14.2 The LCR Project Board will take responsibility for ensuring the overall management of this Agreement, including its continual monitoring, revision and updates.
- 14.3 Additional supporting materials, such as policy, procedure or subsequent amendments to this Agreement will only be approved by the LCR Project Board following consultation with all signatory partner organisations and issued as agreed supplementary appendices.
- 14.4 This Agreement will be subject to a formal annual review by the LCR Project Board, taking into consideration:
- non-compliance issues with this Agreement, logged and reported by any party (including complaints arising from information sharing);
 - non-compliance with any supplemental policies, procedures and guidelines, logged and reported by any party (including complaints arising from information sharing);
 - any general difficulties encountered in applying this Agreement, logged and reported by any party.
- 14.5 An earlier review may be necessary to take changes in the law and/or national policy into account. The LCR Project Board will be advised by the Leeds Information Governance Sub-group of any such change and will decide whether or not a formal review is required. All signatory parties will be advised accordingly.

15. Signatories, Publication and Review

This Agreement shall be signed on behalf of each party by its Caldicott Guardian.

This Agreement will be published in accordance with the terms of the Freedom of Information Act 2000.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but all of which taken together shall constitute one single agreement between the Parties.

On behalf of **<Insert Organisation>** the following authorised signatories agree to the terms set out in this Agreement.

Name:

Designation:

Signature: -

Date:

Organisation Address:

The following person will act as the organisation's central point of contact for matters concerning this Agreement:

Name:

Contact details:

Email:

Telephone:

Glossary:

Anonymisation: The process of removing identifiers from a set of data so that there is little or no risk of the individual being identified from that data or by matching it to other data (identification is not likely to take place).

Caldicott Guardian: A senior person within an organisation who is responsible for ensuring the protection of confidentiality of patient and service-user information and enabling appropriate information sharing.

Consent: The approval or agreement for something to happen after consideration. For consent to be legally valid, the individual must be informed, must have the capacity to make the decision in question and must give consent voluntarily. This means individuals should know and understand how their information is to be used and shared (there should be 'no surprises') and they should understand the implications of their decision, particularly where refusing to allow information to be shared is likely to affect the care they receive. This applies to both explicit and implied consent.

Data Controller: (DPA Part 1 Section 1) & (GDPR Ch. 1 Art. 4) A person (individual or organisation) who determines the purposes for which and the manner in which any PCD are or will be processed. Data controllers must ensure that any processing of personal data for which they are responsible complies with the DPA and GDPR.

Identifiable Information: also Personal Data, Confidential Data etc. See 'PCD'.

Information Governance (IG): How organisations manage the way information and data are handled within the health and social care system in England. It covers the collection, use, access and decommissioning as well as requirements and standards organisations and their suppliers need to achieve to fulfil the obligations that information is handled legally, securely, efficiently, effectively and in a manner which maintains public trust.

Personal Confidential Data (PCD): This term describes personal information about identified or identifiable individuals, which should be kept private or secret. 'Personal' includes the DPA and GDPR definition of personal data, but it is adapted to include deceased as well as living people. 'Confidential' includes both information 'given in confidence' and 'that which is owed a duty of confidence' and is adapted to include 'sensitive' as defined in the Data Protection Act and GDPR.

Personal data: (DPA Part 1 Section 1) & (GDPR Ch. 1 Art. 4) Data which relate to a living individual who can be identified from those data, or from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about

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the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.

Personal data breach incident: A data breach is any failure to meet the requirements of the Data Protection Act & GDPR. This includes unlawful disclosure or misuse of confidential data, recording or sharing of inaccurate data and inappropriate invasion of people's privacy. It includes paper-based information (such as a letter going to the wrong address) as well as electronic data. (Source: Independent Information Governance Review Department of Health March 2013).

Processing: Processing in relation to information or data means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including:

- organisation, adaptation or alteration of the information or data;
- retrieval, consultation or use of the information or data;
- disclosure of the information or data by transmission, dissemination or otherwise making available; or
- alignment, combination, blocking, erasure or destruction of the information or data.

Pseudonymisation: Data in which individuals are distinguished through the use of a unique identifier, which does not reveal their 'real world' identity, but identity can be determined by reversing the process. It is considered to be anonymised data where the recipient of the pseudonymised data set has no means of access to the algorithmic key to re-identify individuals.

Sensitive Personal Data/Information: (DPA Part 1 Section 2) & (GDPR Ch. 2 Art. 9) Data that identifies a living individual consisting of information as to his or her: racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership of a trade union, physical or mental health or condition, sexual life, convictions, legal proceedings against the individual or allegations of offences committed by the individual. See also 'PCD'.

Appendix A: List of Organisations signed up to this Agreement

The full list of participating organisations can be found at the following public facing web address for the project:

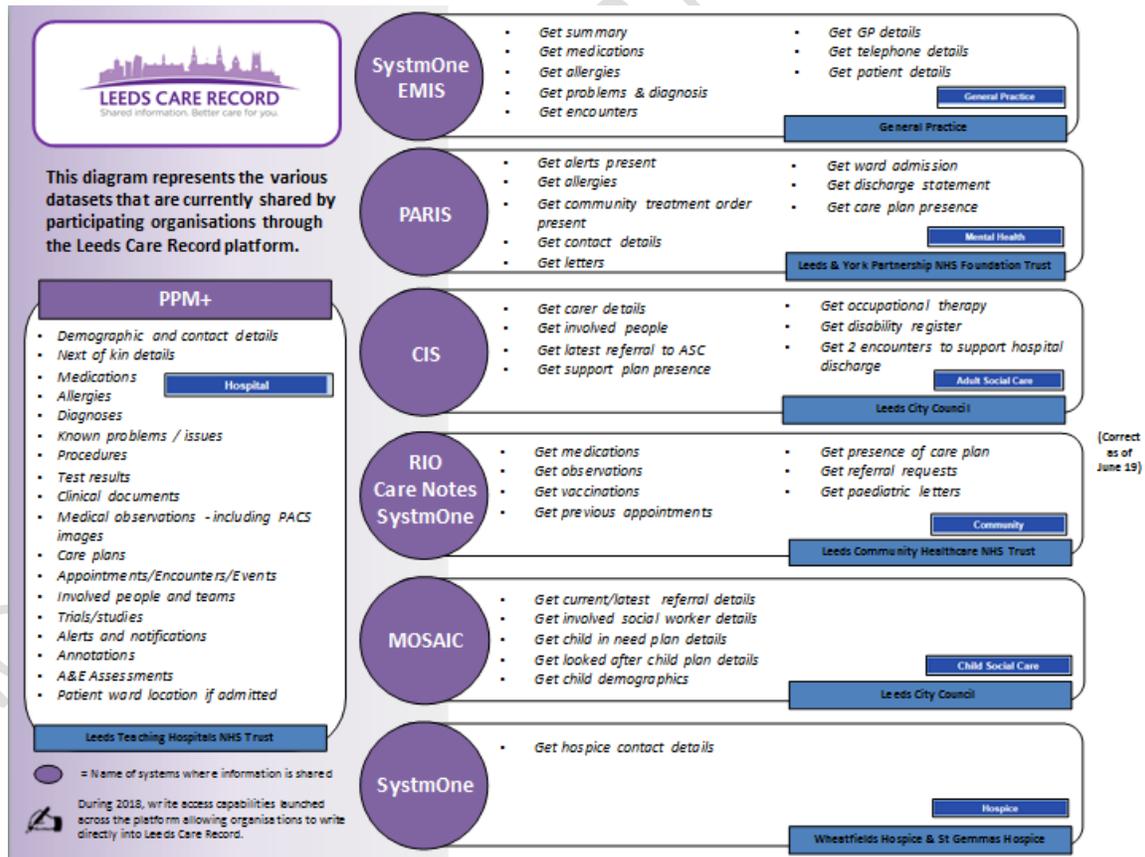
<http://www.leedscarerecord.org/about/participating-organisations/>

Appendix B

Information Schedule (The categories of information to be shared and excluded from the LCR)

Information being shared

The below diagram shows the data that is available to view through the Leeds Care Record. All items are under Role Based Access Controls (RBAC) and some may not be available for all users to see.



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To support transparency and fair processing, the public facing website will be kept up to date with significant enhancements to the system which can be found at:

<http://www.leedscarerecord.org/news/>

Information being excluded

Please see section 8

Appendix C

LCR Access Management Policy & Procedure



LCR Access Model
v2.0.docx

Appendix D

The GDPR Conditions for Processing for the Purposes of the First Principle.

The First GDPR Principle requires personal data to be processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');

Fairly.

The requirement to process PCD fairly will be met by informing all Leeds citizens about the LCR, the benefits and their right to raise an objection to how their data is processed by using the fair processing materials provided in the LCR Communications Toolkit.

In addition to this commitment to transparency, PCD will only be shared where it is necessary, relevant and proportionate for the purpose of direct care in accordance with the service user's expectations and specified in this Agreement.

Lawfully.

Each organisation party to this Agreement is established to provide health care or social care services to the local population.

Each organisation will ensure that their processing of PCD is fair and lawful, taking into account their respective duties under the common law duty of

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confidence, the principles of the Article 6 and 9 of the GDPR, Article 1, 8 and 10 of the Human Rights Act 1998.

GDPR Article 6.

Paragraph (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;

GDPR Article 9.

Paragraph (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems.

-----END-----