

Memorandum of Understanding and Data Access Agreement between the

Regulation and Quality Improvement Authority

and the

Northern Ireland Social Care Council

Date: December 2024

Memorandum of Understanding and Data Access Agreement between the Regulation and Quality Improvement Authority and the Northern Ireland Social Care Council

Introduction

1. The purpose of this Memorandum of Understanding (MoU) is to set out a framework to support the working relationship between the **Regulation and Quality Improvement Authority (RQIA)** and the **Northern Ireland Social Care Council (SCC)**.
2. The working relationship between the RQIA and the SCC is an important element of an effective regulatory system for health and social care in Northern Ireland.
3. RQIA is the regulator of health and social care in Northern Ireland. The SCC is the workforce regulator for social workers and social care workers in Northern Ireland. The responsibilities and functions of the RQIA and SCC are set out at Annexe A.
4. This MoU does not override the statutory responsibilities and functions of the RQIA or SCC and is not enforceable in law. However, the RQIA and SCC are committed to agreeing to its principles and working in ways that are consistent with the contents of this MoU.

Principles of cooperation

5. The RQIA and SCC intend that their working relationship will be characterised by the following principles:
 - The need to make decisions which promote people's safety and high-quality health and social care.
 - The need to build and maintain public and professional trust and confidence in the two organisations and the regulatory process;
 - Openness and transparency between the two organisations, as to when cooperation is and is not considered necessary or appropriate;
 - The need to use resources effectively and efficiently;
 - A commitment to address any identified overlaps or gaps in the regulatory framework and responsibilities;
 - Respect for each organisation's independent status.
6. The RQIA and SCC are also committed to a regulatory system for health and social care in Northern Ireland, which is based on the principles of better regulation and is transparent, accountable, proportionate, consistent, and targeted.

Areas of cooperation

7. The working relationship between the RQIA and SCC involves cooperation in the areas in paragraphs 8-27 below. Named MoU leads for each organisation are identified at Annexe B:

Cross-referral of concerns

8. Where the RQIA or SCC encounters a concern which it believes falls within the remit of the other organisation, they will at the earliest opportunity, convey the concern and relevant information to a named individual with relevant responsibility at the other organisation. Named leads are identified in Annexe B. The referring organisation will not wait until its own investigation has concluded.
9. In particular, RQIA will refer to the SCC:
 - Any concerns and relevant information about a social worker or social care worker which may call into question their fitness to practise;
 - Any review reports that have relevance to the work of the SCC;
 - Any thematic issues about social workers, social care workers or employers that could be addressed through setting professional standards or education and training.
 - Any notifications of enforcement activity.
10. In particular, the SCC will refer to RQIA:
 - Any concerns and relevant information which may provide useful intelligence about a regulated service in which social workers or social care workers practice;
 - Any breaches in the adherence of a Registered Provider¹ or Registered Manager² to the Standards for Employers of Social Workers and Social Care Workers which would cast doubt upon the suitability of that individual to act in either of those capacities or to work in services regulated by RQIA;
 - Any breaches of the regulations governing the compulsory registration of social care workers;
 - Information discovered in the course of a Fitness to Practise investigation or obtained as part of an application for registration which casts doubt upon the

¹ Defined within Article 12 of the Health and Personal Social Services (Quality, Improvement and Regulation) (Northern Ireland) Order 2003 as the person responsible for 'carrying on a regulated establishment or agency'.

² Defined in the above legislation as the 'person appointed by the Registered Provider to manage a regulated establishment or agency'.

suitability of an individual to work in services regulated by RQIA or to undertake the duties of a Registered Provider or Registered Manager.

Exchange of information

11. Cooperation between the RQIA and SCC will often require the exchange of information. All exchanges of information will be lawful, proportionate and shared in confidence with the named contact in the other organisation at the earliest possible opportunity. Information will not be shared with other bodies, except where required to do so by law, and that information will not be transferred to a third country or international organisation.
12. All arrangements for collaboration and exchange of information set out in this MoU and any supplementary agreements will take account of and comply with the Data Protection Act 2018, UK General Data Protection Regulation, the Freedom of Information Act 2000 and any RQIA and SSC codes of practice, frameworks or other policies relating to confidential personal information.
13. Exchange of information will be expected, but not limited, to cases:
 - outlined in paragraphs 9 and 10 in this MoU
 - where a resolution to a concern would benefit from a coordinated multi-agency response.
14. Both the RQIA and SCC are subject to the Freedom of Information Act 2000 and information received by either organisation would be considered 'held' by them as they are retaining for their respective statutory purposes. Both organisations are expected to respond to a Subject Access Requests (SAR) and so if one organisation receives a request for information that originated from the other, the receiving organisation will endeavour to inform the other organisation but will disclose information to the requestor.;
15. This agreement incorporates the Data Access Agreement (DAA) and so the range of circumstances within which data may be exchanged between the two organisations and provides assurance of compliance with the legislative provisions, outlined above, are explained in more detail in Annex C.
16. This Data Access Agreement will be reviewed on an annual basis by the Senior Information Risk Officers (SIRO's) within both organisations.

Employer Standards

17. The SCC has responsibility within the legislation (Health and Personal Social Services Act (NI) 2001) for publishing standards for employers and keeping them under review. RQIA has responsibility for enforcement of the standards and will consider compliance with the Standards for Employers as part of their registration and inspection processes.
18. The SCC and RQIA will collaborate to effectively ensure adherence to the Standards for Employers, to share information on adherence within social care services and to develop identified learning and development resources to enable employers to support their registered workforce to meet the Standards of Conduct and Practice.

Sharing of Intelligence and Collaborative Regulation

19. The RQIA and SSC will routinely, using identified mechanisms, share intelligence emerging from inspection and workforce regulation processes as part of their ongoing commitment to raising standards and driving improvement within social work and social care services and practices. This will enable timely identification of emerging risks so that they can be addressed in the fastest, most effective and coordinated way possible. This intelligence is unlikely to be personal or business in confidence but may on occasion contain personal or business in confidence data and so will be handled in accordance with the DAA.
20. The RQIA and SSC will routinely explore and avail of opportunities to work collaboratively to drive up standards in social work and social care services and practices including undertaking joint regulation and improvement activity where appropriate.
21. The RQIA and SSC will provide regular opportunities for senior and operational staff across both organisations to come together to share intelligence and discuss common issues. This will include provision of joint training and learning and development activity as appropriate.
22. The RQIA and SSC will work collaboratively to disseminate information about good practice in social care.
23. The RQIA and SCC will collaborate with each other and other relevant regulators according to the provisions of the Shared Intelligence Framework and Emerging Concerns Protocol.

Media and publication

24. RQIA and the SCC will endeavour to give each other at least 24 hours' notice of, and sufficient information about, any planned public announcements on issues relevant to the other organisation, including the sharing of draft proposals and publications where specific concerns are identified. It is acknowledged that this may be challenging in some circumstances, such as where urgent enforcement action is required.
25. RQIA and the SCC respect confidentiality of any documents shared in advance of publication and will not act in any way that would cause the content of those documents to be made public ahead of the planned publication date.
26. RQIA and the SCC may work together, where appropriate, to produce joint statements or communications highlighting collaboration or activities relevant to both organisations where specific concerns are identified.

Resolution of disagreement

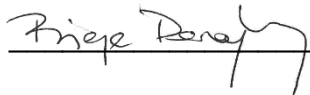
27. Any disagreement between RQIA and the SCC will normally be resolved at working level. If this is not possible, it may be brought to the attention of the MoU leads identified at Annexe B who may then refer it upwards through those responsible, up to and including the Chief Executives of the two organisations who will then jointly be responsible for ensuring a mutually satisfactory resolution.

Duration and review of this MoU

28. This MoU is not time-limited and will continue to have effect unless the principles described need to be altered or cease to be relevant. The MoU will be reviewed by the MOU managers annually but may be reviewed more urgently at any time at the request of either organisation. Changes to the MoU will however require both parties to agree, with the exception of contact details which may be changed unilaterally.
29. Both RQIA and the SCC are committed to exploring ways to develop increasingly more effective and efficient partnership working to promote quality and safety within their respective regulatory remits. The effectiveness of the working relationship between RQIA and the SCC will be supported by regular contact, either formally or informally. Meetings to discuss intelligence, policy and operational issues of interest to both organisations should take place between relevant colleagues at both organisations when appropriate.
30. Both organisations have identified a MoU manager at Annexe B and these will liaise as required to ensure this MoU is kept up to date and to identify any emerging issues in the working relationship between the two organisations.

Signed:

Briege Donaghy
Chief Executive
Regulation and Quality
Improvement Authority



Date: 20th December 2024

Declan McAllister
Chief Executive (Interim)
Northern Ireland Social Care
Council



Date: 20th December 2024

Annexe A: Responsibilities and functions

1. The Regulation and Quality Improvement Authority (RQIA) and the Social Care Council (SCC) acknowledge the responsibilities and functions of each other and will take account of these when working together.

Responsibilities and functions of RQIA

2. RQIA is the independent body responsible for monitoring and inspecting the availability and quality of health and social care services in Northern Ireland, and encouraging improvements in the quality of those services.
3. RQIA was established under The Health and Personal Social Services (Quality, Improvement and Regulation) (Northern Ireland) Order 2003. The core activities of RQIA include:
 - Improving care, by encouraging and promoting improvements in the safety and quality of services through the regulation and review of health and social care.
 - Informing the population, by publicly reporting on the safety, quality and availability of health and social care.
 - Safeguarding rights, by acting to protect the rights of all people using health and social services.
 - Influencing policy and standards in health and social care.

Responsibilities and functions of the SCC

4. The SCC is a non-departmental public body, established under the Health and Personal Social Services Act (NI 2001).
5. The aim of the SCC is to protect the public through improving safeguards, raising the standards of social care and strengthening the professionalism of the workforce.
6. The SCC has a statutory responsibility to maintain a register of social workers and social care workers and to investigate concerns raised about registrants. The SCC has published Fitness to Practise Rules which set out its regulatory procedures.
7. The SCC regulates the social work and social care workforce, promoting high standards in their conduct, practice and education. Our approach to workforce regulation includes setting practice and education standards; supporting the knowledge and skills development of the social work and social care workforces; and protecting those who use services through regulating the practice of social workers and social care workers.
8. The SCC works with registrants, service users and carers, and social work and social care employers to support the delivery of high-quality services.

Annexe B: Contact details

The Regulation and Quality Improvement Authority James House 2-4 Cromac Avenue Belfast BT7 2JA	Northern Ireland Social Care Council James House 2-4 Cromac Avenue Belfast BT7 2JA
Chief Executives <i>Internal escalating policies should be followed before referral to Chief Executives</i>	
Briege Donaghy Chief Executive RQIA Briege.donaghy@rqia.org.uk	Declan McAllister Chief Executive (Interim) NISCC Declan.mcallister@niscc.hscni.net
MOU management	
Dr Julie-Ann Walkden Assistant Director and Personal Data Guardian Julie-Ann.Walkden@rqia.org.uk	Sandra Stranaghan Head of Corporate Services (Interim) sandra.stranaghan@niscc.hscni.net
Operational	
Karen Harvey Professional Advisor Social Work/ ASW Lead karen.harvey@rqia.org.uk	Helen McVicker Co-Director of Regulation and Standards (Interim) helen.mcvicker@niscc.hscni.net
Communications	
Malachy Finnegan Communications Manager malachy.finnegan@rqia.org.uk	Rita McCullagh Head of Strategic Communications and Engagement rita.mccullagh@niscc.hscni.net
DPA and Fol requests	
Jacqui Murphy	Sandra Stranaghan

Head of Corporate Affairs Office of the Chair and Chief Executive and SIRO Jacqui.murphy@rqia.org.uk	Head of Corporate Services Sandra.stranaghan@niscc.hscni.net
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Internal Ref. No.:

DATA ACCESS AGREEMENT

IT IS IMPORTANT THAT YOU READ THIS SECTION BEFORE COMPLETING THE DATA ACCESS AGREEMENT (DAA) FORM

All Health and Social Care (HSCNI) organisations must ensure that when sharing HSC data for non-direct care or for a purpose not directly connected with the primary reason for which it is held (secondary purposes), assurances are provided by the requesting organisations that they comply with data protection (DP) legislation and that staff are aware of the relevant DP policies and procedures in place.

This Data Access Agreement (DAA) template should be completed **ONLY** where **personal identifiable data** is to be shared **for a secondary purpose** (See Section A for further information). The purpose of a DAA is only to address any data protection issues associated with the sharing of personal data.

This DAA template is **only** intended for use by **HSCNI organisations** and **affiliated NI Public Bodies** when they wish to access **identifiable data** for a **secondary purpose** that is not already covered by a contract or by a formal research application.

All DAAs must be completed and signed by the organisation requesting access to the data, before being submitted. DAAs should be sent to the contact(s) listed in Appendix 3.

A DAA should NOT be used for the following purposes:

- Where a legally binding contract is required (e.g. with a 3rd party supplier/independent supplier, software maintenance contracts etc.). In these cases, arrangements for access to personal data for a secondary purpose should already be covered by a contract.
- When only anonymous (non-identifiable) data is to be shared. This includes information anonymised at source and not identifiable to the receiving organisation.
- Where identifiable data is to be shared for a primary purpose e.g. for a purpose linked to the direct care of the patient or service user; or a purpose linked directly to a staff member's employment. Contact your IG Department for further advice.
- Ethically Approved Research studies (Research Governance Framework applies).
- National Audits or Clinical Audits (Internal/External) (seek advice from your Audit Department).

- Internal Audits on behalf BSO clients (as part of approved audit programme).
- Where the information can be provided via the Honest Broker Service (HBS).

*******IMPORTANT*******

PLEASE REVIEW AND COMPLETE SECTION A BEFORE PROCEEDING

Anonymous data: If the data to be shared contains NO identifiable data items, a Data Access Agreement is not required.

(A) Classification of data required (for secondary purpose)		
Identifiable data	The data to be shared with our organisation will contain Client Identifiable Details i.e. any of the following: Name, Address, Full Postcode, Date of Birth, HSC Number; Case-note Number; or other unique identifier that would link the data to identifiable details	Yes ☒ Please complete ALL sections of this DAA
Pseudonymous data	The data to be shared with our organisation contain no personal identifiers (as described above); however, a unique code or key will be included that allows the possibility of linking this in future to a specific data subject. The pseudonymisation process will be completed at source by the HSC organisation who alone will securely retain the key to re-identify the data.	Yes ☐ Please complete sections B, C, and G of this DAA

When a DAA is required, please ensure that the completed / signed form is returned to the relevant contact in each organisation (**see attached Appendix 3 for contact details**)

Please note that the completed Data Access Agreement will be immediately returned unless the organisation receiving the data has signed section G.

(B) Title of Agreement / Organisations to which the data will be shared

Title of Agreement	DAA Between RQIA and NISCC
Date of Request	04/12/2024
Date Access to Begin	01/01/2025
Frequency of data sharing	Ongoing Data Share
Name of Trust Service/ Service Lead	Karen Harvey (RQIA) and Helen McVicker (NISCC)

Please indicate as follows, by ticking the relevant box. This is:-

- a) A New application ☐
- b) An update of an earlier Agreement with changes to what was previously agreed ☐

Please ensure that any changes from a previous agreement are clearly highlighted at Section C.

- c) Extending an earlier Agreement with no changes to what was previously agreed ☒

ALL existing DAAs must be reviewed after a maximum of 5 years. At this point the data sharing will cease or pause until a review has been completed by the organisation receiving the data and/or the service involved in sharing the identifiable data and the DAA is formally renewed and approved. When reviewing a DAA after 5 years, please contact your IG department to ensure you are using the most up-to date template reflecting any changes to legislation or process.

Details of the Organisation the data will be shared with	
Name of Organisation	Regulation and Quality Improvement Authority
Name of Authorised Officer requesting Access to Trust Data	Karen Harvey
Position/Status	Professional Advisor
Address	1st Floor James House Comac Street Belfast
Postcode	
Telephone Number	02895261842
Email Address	Karen.Harvey@rqia.org.uk
Name and Telephone Number of Organisation's Personal Data Guardian/Caldicott Guardian	Dr Julie-Ann Walkden 07979365939 Julie-ann.walkden@rqia.org.uk

Details of the Organisation the data will be shared with	
Name of Organisation	Northern Ireland Social Care Council
Name of Authorised Officer requesting Access to Trust Data	Helen McVicker
Position/Status	Interim Co-Director of Regulation and Standards
Address	4th Floor James House Comac Street Belfast
Postcode	
Telephone Number	02895362050
Email Address	Helen.McVicker@niscc.hscni.net
Name and Telephone Number of Organisation's Personal Data Guardian/Caldicott Guardian	Declan McAllister 07733238373 Declan.McAllister@niscc.hscni.net

(C) Details of Identifiable Data Items required

(NB. only minimum identifiable data should be requested for the required purpose. Consideration should be given to requesting less identifiable data such as age rather than DOB, or partial postcode)

Please select the data items that can identify or link other data to an identifiable individual:

Types of identifiable data items:

- ☒ Name ☒ Address ☒ Full Postcode ☒ Full Date of Birth ☒ HSC Number
- ☒ System Number/Case Note Number
- ☒ Other (please state) ~~Employer Details, social care registration number~~

Rationale for identifiable items: ~~To enable RQIA and NISCC to undertake regulatory activity in order to protect the public~~

Identify the types of 'Special Category' data required:

- ☐ Health Data ☐ Racial/Ethnic Origin ☐ Genetic Data ☐ Biometric Data
- ☐ Trade Union Membership ☐ Religious/Philosophical Beliefs ☐ Sexual Orientation

Notes:

The main focus of this DAA is to agree to the sharing of identifiers (listed above) that will link a dataset to individual(s). However, for ease of reference, the full list of data to be shared can be attached as a separate appendix.

It is the responsibility of the receiving organisation to request only the minimum data required for the stated purpose. Any significant changes to type of data to be shared may be considered as a new purpose that will require this DAA to be reviewed.

Details of Identifiable Data Items required and rationale

Processing of information

Please complete all sections below to explain how information will be processed

- *complete all sections using language easily understood by lay reviewers*
- *continue on a separate sheet if necessary or attach any relevant documentation*

Refer to Appendix 2, 'Principles Governing Information Sharing' for guidance.

The purpose for which the data is required:

For regulators to protect the public when concerns have been raised about a member regulated by NISCC and where they may practice in a service regulated by RQIA.

Each regulator would also share data with each other about services which, and/ or practitioners who may have breached data

How you propose to process the data once received:

Retain the data onto both NISCC and RQIA digital information systems and/ or digital file stores.

Details of any record linking or matching to other data sources:

Data would be matched to records held by RQIA and NISCC in electronic file stress and iConnect (RQIA) and SOCRATES (NISCC) [both CRM/ SharePoint data bases]

Other relevant information:

Information will be shared through the exercise of FTP Data Alerts and RQIA Enforcement Notice processes and on an ad-hoc basis where the exchange of information is considered necessary to enable RQIA and NISCC to discharge their respective statutory functions in relation to public protection.

Notification of Registration Breaches

(D) What is the lawful basis for processing Personal Identifiable Data?

If you are requesting access to personal identifiable/special category data for a secondary purpose, you **must have a lawful basis** under data protection legislation. In the absence of documented consent or any other lawful basis, it will only be appropriate to share anonymous or pseudonymous data (data pseudonymised at source). *(discuss with your Data Protection Officer / IG department regarding relevant legislation and UK GDPR conditions)*

Please select **one** (there may be occasions where more than one lawful basis is applicable) :

Article	Lawful basis for processing Personal Data	Tick
6-1a	Consent.	☐
6-1b	To meet a contract or to take steps to enter a contract with the data subject.	☐
6-1c	Compliance with a legal obligation.	☒
6-1d	Protect vital interests of an individual(s).	☐
6-1e	Performance of a task carried out in the public interest or exercise of official authority vested in the data controller.	☒
6-1f	Legitimate interests of the data controller of third party, except where interests are overridden by interests, rights or freedoms of the data Subject.	☐

In order to lawfully process 'special category data', such as health and social care data, you must identify both a lawful basis under Article 6 and also satisfy a specific condition under Article 9.

Please select **one** (there may be occasions where more than one lawful basis is applicable):

Article	Lawful basis for processing 'Special Category' (sensitive) personal data	Tick
9-2a	Explicit consent.	☐
9-2b	Obligations under employment.	☐
9-2c	Vital interests.	☒
9-2d	For political, philosophical, religious or trade union aim provided.	☐
9-2e	Personal data manifestly made public by data subject.	☐
9-2f	Necessary for the establishment, exercise or defense of legal claims or where courts are acting in their judicial capacity.	☐
9-2g	Necessary for reasons of substantial public interest on the basis of EU or Member State law.	☒
9-2h	Preventative or occupational medicine for assessing the working capacity of an employee, medical diagnosis, provision of health or social care, treatment/ management of health or social care systems and services on the basis of EU or member state law or a contract with a health Professional.	☐
9-2i	Public interest in the area of public health.	☒
9-2j	Archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes.	☐

(E) Data Protection arrangements of the Organisation receiving the identifiable data – To provide assurance that the data shared is processed and stored securely by you, please answer the following questions:	
You must be registered with the Information Commissioner's Office (ICO) to process personal data. Please provide your ICO registration number .	NISCC ICO registration: ZA008052 RQIA ICO registration Z158869X
Do you have a confidentiality / privacy policy which complies with Data Protection legislation?	Yes ☒ No ☐
Are confidentiality clauses included within contracts of all staff with access to the person identifiable information?	Yes ☒ No ☐
Are staff who have access to this data trained and aware of their responsibilities under Data Protection legislation and adhere to the Data Protection principles?	Yes ☒ No ☐
Do you have an ICT security policy?	Yes ☒ No ☐

(F) Measures / Controls in place by the receiving organisation to prevent the inappropriate disclosure of <u>Person Identifiable Information</u>	
What is your preferred method for receiving this information to your organisation?	Secure Email
Describe the physical security arrangements for the location where person identifiable data is to be: - processed; and - stored	Access controlled office space with logged entry by named individual. FTP information is loaded to a secure online case handling system certified platform Users may be working on site, or remotely via VPN or Windows Virtual Desktop offering inbuilt security. Data is generally stored electronically in secure G cloud environments, and replicated to secure alternate online data repositories
Provide details of access and/or firewall controls implemented on the system, and measures to encrypt which are in place.	Multiple levels of security have been implemented, (defence in depth) including firewalls, end to end encryption with multifactor authentication (MFA) deployed as part of

	network access and cyber risk gateway monitoring
Will this data be accessed or transferred by you to another organisation; or shared with another organisation?	Yes ☐ No ☒ If yes, provide details.
If the data is to be stored or shared outside the UK please provide details (e.g. country):	Yes ☐ No ☒ If yes, provide details.

When appropriate, please ensure that the Data Destruction Notification (Appendix 1) is completed within the specified retention period and returned to the appropriate contact person (see Appendix 3).

(G) Declaration: Organisation to which data will be shared

Please note that the completed Data Access Agreement will be immediately returned unless the organisation requesting access to the data has signed section G.

Data Protection Undertaking on Behalf of the Organisation Wishing to Access the Data

My organisation requires access to the data specified and will conform to Data Protection legislation; the Information Commissioner's Data Sharing Code of Practice; and the guidelines issued by the Department of Health in *"The Code of Practice on Protecting the Confidentiality of Service User Information (updated April 2019)"*.

I confirm that:

- The information requested and any information extracted from it is for a specified, explicit and legitimate purpose
- It is adequate, relevant and limited to the stated purpose
- It will be processed fairly and lawfully and used only for the stated purpose
- It will be processed and stored in a manner that ensures appropriate security
- It will be held no longer than is necessary for the stated purpose
- It will be disposed of fully and in such a way that it is not possible to reconstitute it
- All measures will be taken to ensure identifiable data is not disclosed to third parties
- Where appropriate, the Health and Social Care organisation will be informed of the identifiable data being deleted / destroyed (see Appendix 1)
- In the case of pseudonymised data, the process of de-identifying data will be completed at source. The key to re-identification will be held only by the data controller and at no stage will the data we receive be attributed to an identified or identifiable natural person
- Any loss, theft or corruption of the shared data by my organisation will be immediately reported to the Personal Data Guardian / SIRO of the owning organisation and we will assist fully in any investigation. I understand that any serious breaches, data loss, theft or corruption will be reported to the ICO within 72 hours of the breach first being discovered.
- My organisation will keep this agreement under review and will update in the event of any changes to the data accessed or how it will be processed; or after 5 years if no changes in the interim period.

As the Authorised Officer of the organisation to which data will be shared, I declare that I have read and understand my obligations and adhere to the conditions contained in this Data Access Agreement.

Signed:



Dr Julie-Ann Walkden

Assistant Director Reviews, Audit, Governance and Improvement and Personal Data Guardian

17/12/24

Date:

Once signed please return to appropriate contact(s) --- Refer to Appendix 3

(H) Declaration – HSC Owner Organisation

DATA ACCESS AGREEMENT

I CONFIRM THAT:

The RQIA (HSC owner organisation) consents to the disclosure of the data specified, to the organisation identified in Section B of this form. The disclosure of the data conforms to the guidelines issued by the Department of Health Code of Practice on Protecting Confidentiality of Service User Information (updated April 2019); and the Information Commissioner's Data Sharing Code of Practice.

Signed: 
Jacqui Murphy (SIRO)

(Senior Information Risk Owner SIRO)

Date: 20 December 2024

(G) Declaration: Organisation to which data will be shared

Please note that the completed Data Access Agreement will be immediately returned unless the organisation requesting access to the data has signed section G.

Data Protection Undertaking on Behalf of the Organisation Wishing to Access the Data

My organisation requires access to the data specified and will conform to Data Protection legislation; the Information Commissioner's Data Sharing Code of Practice; and the guidelines issued by the Department of Health in *"The Code of Practice on Protecting the Confidentiality of Service User Information (updated April 2019)"*.

I confirm that:

- The information requested and any information extracted from it is for a specified, explicit and legitimate purpose
- It is adequate, relevant and limited to the stated purpose
- It will be processed fairly and lawfully and used only for the stated purpose
- It will be processed and stored in a manner that ensures appropriate security
- It will be held no longer than is necessary for the stated purpose
- It will be disposed of fully and in such a way that it is not possible to reconstitute it
- All measures will be taken to ensure identifiable data is not disclosed to third parties
- Where appropriate, the Health and Social Care organisation will be informed of the identifiable data being deleted / destroyed (see Appendix 1)
- In the case of pseudonymised data, the process of de-identifying data will be completed at source. The key to re-identification will be held only by the data controller and at no stage will the data we receive be attributed to an identified or identifiable natural person
- Any loss, theft or corruption of the shared data by my organisation will be immediately reported to the Personal Data Guardian / SIRO of the owning organisation and we will assist fully in any investigation. I understand that any serious breaches, data loss, theft or corruption will be reported to the ICO within 72 hours of the breach first being discovered.
- My organisation will keep this agreement under review and will update in the event of any changes to the data accessed or how it will be processed; or after 5 years if no changes in the interim period.

As the Authorised Officer of the organisation to which data will be shared, I declare that I have read and understand my obligations and adhere to the conditions contained in this Data Access Agreement.

Signed:

(Personal Data Guardian / Senior Information Risk Owner/ Authorised Officer)

Date:

Once signed please return to appropriate contact(s) --- Refer to Appendix 3

(H) Declaration – HSC Owner Organisation

DATA ACCESS AGREEMENT

I CONFIRM THAT:

The NISCC (HSC owner organisation)

consents to the disclosure of the data specified, to the organisation identified in Section B of this form. The disclosure of the data conforms to the guidelines issued by the Department of Health Code of Practice on Protecting Confidentiality of Service User Information (updated April 2019); and the Information Commissioner's Data Sharing Code of Practice.

Signed: Dedon McAllister

(Personal Data Guardian) OR (Senior Information Risk Owner SIRO)

Date: 20th December 2024

Appendix 1 - Data Destruction Notification

(to be completed on all occasions when data is transferred external to HSC NI)

This form should be completed on destruction of the data, and returned to the relevant Trust contact (see Appendix 3):-

Data Destruction Notification	
Name of Organisation	
Name of Authorised Officer (please print)	
Position/Status	
Address	
Telephone Number	
Mobile Number (Optional)	
Fax Number	
Email Address	
Title of Agreement	
Date Declaration Signed	
Date Data Received	
Date Data Destroyed	

Signature	
Date	

Appendix 2 - Principles Governing Information Sharing³

Code of Practice Principles	UK GDPR Principles
The Code of Practice is principally concerned with identifiable service user information. The nature of the obligation to protect confidentiality can be expressed in terms of three core principles: • individuals have a fundamental right to the confidentiality and privacy of information related to their health and social care; • individuals have a right to control access to and disclosure of their own health and social care information by giving, withholding or withdrawing consent; • when considering whether to disclose confidential information, health and social care staff should have regard to whether the disclosure is necessary, proportionate and accompanied by any undue risks. Particular care is needed on the part of health and social care staff to ensure that the right to privacy of vulnerable people – specifically adults with incapacity and children – is respected and that the duty of confidentiality owed to them is fulfilled. https://www.health-ni.gov.uk/publications/code-practice-protecting-confidentialityservice-user-information	1. Processed lawfully, fairly and in a transparent manner 2. Purpose limitation - collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes 3. Data minimisation - adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed 4. Data Quality - accurate and, where necessary, kept up to date 5. Storage Limitation - kept for no longer than is necessary. 6. Integrity and Confidentiality - processed in a manner that ensures appropriate security of the personal data 7. Overarching Accountability principle –take responsibility for what you do with personal data and how you comply with the other principles, having appropriate measures and records in place to be able to demonstrate your compliance. Principles relating to individuals' rights and overseas transfers of personal data are specifically addressed in separate UK GDPR articles.

³ These principles must be followed by health and social care organisations when considering use and disclosure of service user information.

Appendix 3 - Contact details

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