



Cheshire and Merseyside Health and Care Partnership

Data Protection Impact Assessment (DPIA)

**Share2Care Workstream: COVID-19 Intelligence –
Combined Intelligence for
Population Health Action
(CIPHA)**

Date form started:	August 2020
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Submitted to ICO Y/N:	No



Information Reader Box	
Document Purpose:	Ensure consistent application of DPIA process in workstreams
Document Name:	Data Protection Impact Assessment Workstream: COVID-19 Intelligence – Combined Intelligence for Population Health Action (CIPHA)
Author:	Lisa A’Hearne
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Target Audience:	All Cheshire and Merseyside Health and Care providers and commissioners as described in the Tier 2 CIPHA data sharing agreement
Description	CIPHA Data Protection Impact Assessment with Guidance
Cross Reference:	DPIAs are applicable to Tier Zero, Tier One and Tier Two (COVID Intelligence) Share2Care documents
Superseded Document:	DPIA use with CIPHA Tier 2 data sharing agreement: Data Protection Impact Assessment during COVID-19 -short form for temporary usage on projects to maintain running of essential services during the COVID-19 outbreak
Action Required:	To note as appropriate for your organisation
Contact Details (for further information and feedback)	CIPHA Programme Office E-mail: CIPHA@merseycare.nhs.uk
Document Status	
This is a controlled document, managed by the Share2Care Programme Office. Whilst this document may be printed, this document should not be saved onto local or other network drives.	



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Introduction

Share2Care is a collaborative programme between Cheshire and Merseyside and the Lancashire & South Cumbria Health and Care Partnerships to deliver the electronic sharing of health and care records.

For Cheshire and Merseyside the COVID-19 Intelligence workstream – Combined Intelligence for Population Health Action (CIPHA), will both connect and support the integration of data from Cheshire and Merseyside health and care organisations. The workstream will ensure that information is available to the right people, in the right place, at the right time to deliver and drive service delivery, integration and transformation.

The intelligence platform is provided through Graphnet CareCentric. CareCentric is a secure system that allows secure cross boundary access to patient indexed records. It supports a set of COVID related population health analytics designed to inform both population level planning for COVID recovery and supports the targeting of direct care to vulnerable populations. It will give providers of health and care access to the information which is necessary, proportionate and relevant to their role.

Role Based Access Control (RBAC) will be in place.

Overview of CIPHA DPIA

Article 35(1) of the General Data Protection Regulations says that you must do a DPIA where a type of processing is likely to result in a high risk to the rights and freedoms of individuals.

A Data Protection Impact Assessment (DPIA) is a process which can help an organisation identify the most effective way to comply with its data protection obligations. In addition, DPIAs will allow organisations to meet individuals' expectations of privacy.

An effective DPIA will facilitate the identification and minimisation of potential data protection risks at an early stage, reducing the associated costs and damage to reputation which might otherwise occur.

In February 2014, the Information Commissioner issued a code of practice under Section 51 of the Data Protection Act (DPA) in pursuance of the duty to promote good practice. The DPA says good practice includes, but is not limited to, compliance with the requirements of the Act and undertaking a DPIA ensures that a new project is compliant.

One of the new requirements of the GDPR that came into force in May 2018 is an obligation to conduct a DPIA before carrying out types of processing likely to result in high risk to individual's interests

The following document is based on the Share2Care DPIA template



Roles and Responsibilities

Executive Sponsor: The owner of any data protection risks identified within the DPIA. This person is an appropriately senior manager, ideally a member of the Executive Team, assigned to the relevant Directorate.

Data controller: exercises control over the processing and carries data protection responsibility. Their activities will include significant decision making.

Data processor: simply processes data on behalf of a data controller and their activities are more limited to 'technical' aspects

Sub processor: Under GDPR, the controller must give its prior written authorisation when its processor intends to entrust all or part of the tasks assigned to it to a sub processor. The Process remains fully liable to the controller for the performance of the sub-processor's obligations.

Associated Documents

This DPIA is part of the **Data Sharing Agreement Tiered Framework** and should be read in conjunction with the three associated Tier documents:

- Tier Zero Memorandum of Understanding
- Tier One Data Sharing Agreement - Standards
- Tier Two Data Sharing Agreement

In particular, for this DPIA, please see **Tier Two - Data Sharing Agreement COVID-19 Intelligence Platform: The Combined Intelligence for Population Health Action (CIPHA Workstream)**

This includes details of the following:

Parties to the Tier 2 Data Sharing Agreement:

- Providing Organisations – NHS Provider Trusts, Local Authorities, Commissioners, NWAS, Out of Hours services, GPs
- Receiving Organisations - NHS Provider Trusts, Local Authorities, Commissioners, NWAS, Out of Hours services, GPs

Data Details:

- Purpose of Data Sharing
- Data to be Shared
- Lawful Basis for Sharing Data
- Personnel to have access to the data
- Details of how the Data will be shared – Data Flow



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- Details of retention and destruction

For Personal and Sensitive Data

- Sensitive data exclusions
- Data Controller Arrangements
- Receiving Organisations ICO Registration Reference Numbers



Data Protection Impact Assessment

Workstream:	Combined Intelligence for Population Health Action (CIPHA)	
Version:	V0.1	
Reference No:	S2CDOC-ID000026	
Sharing Initiative Name:	COVID-19 Intelligence	
Sharing Start Date:	July 2020	
Lead Organisation(s):	St Helens and Knowsley NHS Trust on behalf of Cheshire and Merseyside regional COVID cells and Cheshire and Merseyside Health and Care Partnership	
Workstream Lead	Name	Jim Hughes
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	Date of review	September 2020
Designated Officer Approval	Name	Joe Rafferty
	Designation	Chief Executive, Mersey Care NHS FT and Chair of the COVID-19 Out of Hospital C&M regional cell
	Telephone	01514730303
	Email	Joe.rafferty@merseycare.nhs.uk
	Date of review	September 2020 and next review March 2021



DPIA

Project title: Combined Intelligence for Population Health Action (CIPHA)

Tier Two: COVID-19 Intelligence

Step 1: Identify the need for a DPIA

Explain broadly what project aims to achieve and what type of processing it involves. You may find it helpful to refer or link to other documents, such as a project proposal. Summarise why you identified the need for a DPIA.

The overarching purpose for data sharing is to support a set of COVID-19 related population health analytics designed to inform both population level planning for COVID-19 recovery and to support the targeting of direct care to vulnerable populations.

Other Associated Documents

This DPIA is part of the **Data Sharing Agreement Tiered Framework** and should be read in conjunction with the three associated Tier documents:

- Tier Zero Memorandum of Understanding
- Tier One Data Sharing Agreement - Standards
- Tier Two Data Sharing Agreement

Step 2: Describe the processing

Describe the nature of the processing: how will you collect, use, store and delete data? What is the source of the data? Will you be sharing data with anyone? You might find it useful to refer to a flow diagram or other way of describing data flows. What types of processing identified as likely high risk are involved?

Please see **Tier Two - Data Sharing Agreement COVID-19 Intelligence Platform: The Combined Intelligence for Population Health Action (CIPHA Workstream)**

Parties to the Agreement:

- Providing Organisations - NHS Provider Trusts, Local Authorities, Commissioners, NWAS, Out of Hours services, GPs
- Receiving Organisations - NHS Provider Trusts, Local Authorities, Commissioners, NWAS, Out of Hours services, GPs



Data Details:

- Personnel to have access to the data
- Details of how the Data will be shared – Data Flow
- Details of retention and destruction

For Personal and Sensitive Data

- Data Controller Arrangements
- Receiving Organisations ICO Registration Reference Numbers

Information Flow Functional Description

Risks associated with the information flows can be assessed and where necessary mitigated. Any changes to information flows throughout the project will prompt a review of the privacy risks as they may change.

Deletion of information

Information can only be deleted by the source organisation.

Risks/actions identified

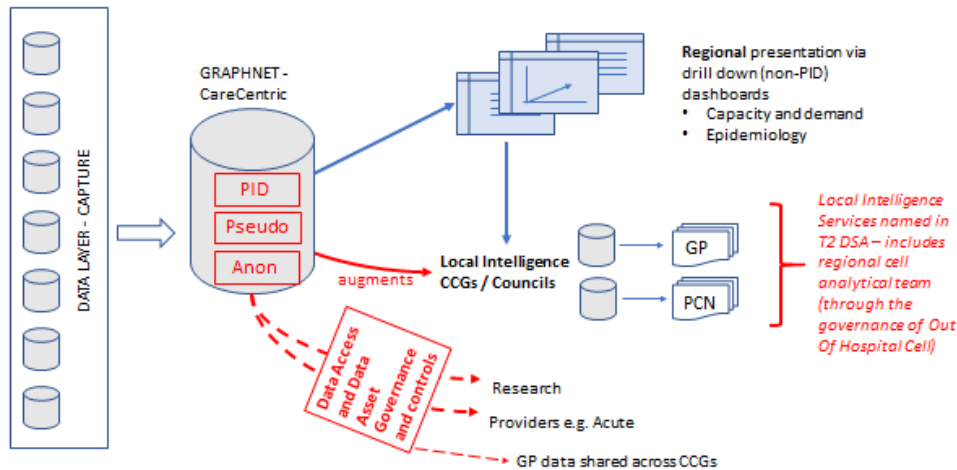
The risks and mitigations are shown in the table below in 'Step 5' in respect of collection, storage and deletion of persistent data that is stored in the Graphnet CareCentric secure environment in the Azure cloud and hosted by St Helen's and Knowsley Teaching Hospitals Trust. The risk table articulates the process for the 3 data marts for storage and the process for pseudonymisation.

Information Flow Description and Type

The schematic below describes the model to support the COVID-19 information flows and use cases.



CIPHA – TARGET OPERATING MODEL TO SUPPORT COVID USE-CASES



Destination of information

The information is stored in the Graphnet CareCentric secure environment in the Azure cloud and is hosted by St Helen’s and Knowsley Teaching Hospitals Trust.

Persistent or temporary (if persistent, detail the storage location following transfer)

Persistent - stored in the Graphnet CareCentric secure environment in the Azure cloud and hosted by St Helen’s and Knowsley Teaching Hospitals Trust.

Describe the scope of the processing: *what is the nature of the data, and does it include special category or criminal offence data? How much data will you be collecting and using? How often? How long will you keep it? How many individuals are affected? What geographical area does it cover?*

Please see **Tier Two - Data Sharing Agreement COVID-19 Intelligence Platform: The Combined Intelligence for Population Health Action (CIPHA Workstream)**

Data Details:

- Purpose of Data Sharing
- Data to be Shared
- Details of how the Data will be shared – Data Flow



For Personal and Sensitive Data

Sensitive data from all NHS records is excluded. Some special category/sensitive data from local authorities is included and is covered by the legal basis

No. of records/individuals affected

2.6 million individuals across Cheshire and Merseyside.

Describe the context of the processing: *what is the nature of your relationship with the individuals? How much control will they have? Would they expect you to use their data in this way? Do they include children or other vulnerable groups? Are there prior concerns over this type of processing or security flaws? Is it novel in any way? What is the current state of technology in this area? Are there any current issues of public concern that you should factor in? Are you signed up to any approved code of conduct or certification scheme (once any have been approved)?*

Under the COPI notice for COVID purpose under which the data sharing agreement has been developed the National data opt out does not apply. However In the data sharing agreement Type 1 opts out (those who do not want their information shared outside of General Practice for purposes other than direct care) will be upheld. This means that data for people who have objected to sharing their data will not flow from the GP record into the Graphnet solution

Organisations in the CIPHA workstream that inform patients about their rights to opt-out are expected to also provide the public with relevant transparency and privacy notices to ensure the public is adequately informed of how health and social care organisations use their data, particularly data concerning children and vulnerable groups. An example COVID specific privacy notice from NHS Digital is available on the CIPHA workstream website <https://www.cipha.nhs.uk/Home>

Members of the public from relevant groups are represented in the governance of the workstream and specifically in the Data Access and Data Asset Group where decisions in respect of how data is used.

Current State of Technology

The technology is deployed in other large scale regional deployments

Graphnet comply with all relevant standards including ISO27001:2013 certified.



Describe the purposes of the processing: *what do you want to achieve? What is the intended effect on individuals? What are the benefits of the processing – for you, and more broadly?*

Within this DPIA, this workstream ensures that data processed is:

- **Necessary:** The reason for sharing an individual's information will be what is required to support that particular contact with care professionals
- **Proportionate:** The amount of information shared will be no more than what is needed to cater for an individual's health and social care needs and,
- **Relevant:** The information shared will be deemed of an appropriate level when assessed against why it is being shared

The COVID-19 Intelligence – Combined Intelligence for Population Health Action (CIPHA) workstream will connect and support the integration of local health and care organisations. The workstream will ensure that information is available to the right people, in the right place, at the right time to deliver and drive service delivery, integration and transformation.

Please see **Tier Two - Data Sharing Agreement-**

Data Details:

- Purpose of Data Sharing
- Details of how the Data will be shared – Data Flow

Step 3: Consultation process

Consider how to consult with relevant stakeholders: *describe when and how you will seek individuals' views – or justify why it's not appropriate to do so. Who else do you need to involve within your organisation? Do you need to ask your processors to assist? Do you plan to consult information security experts, or any other experts?*

Workstream Governance:

The workstream has a robust governance structure to cover its programme of work. Various information governance and strategic groups are in place, and seek input and guidance at every level to ensure on-boarded organisations are able to co-design and offer assurance around the workstream outputs/reports. These groups include representation from across all health and care providers and commissioners. The workstream has a public engagement group that works with



established public involvement groups in the region and through that work the public are represented in relevant governance.

The group that provides the gatekeeper role for information governance is the Data Asset and Data Access Group. This group draws its membership from information governance expertise across health and care providers. The group has a remit to ensure that requests to use the stored data for reporting maintain the integrity and purpose of the COVID specific data sharing agreement. The group will ensure the appropriateness of the role based access control (RBAC) framework in terms of individuals and groups with access to the shared record.

Cyber Security:

The CIPHA workstream aligns with the Share2Care dedicated Cyber Lead, who takes a key role in the design, delivery and evolution of the regional cyber security strategy across the workstream footprint.

The HCP footprint has individual cyber assurance leads, and each organisation has a cyber assurance lead and completes the Data Security and Protection Toolkit at regular intervals.

The host organisation – St Helen’s and Knowsley Teaching Hospitals NHS Trust - will be responsible for the physical security, the environmental condition, and the regular penetration testing for the Graphnet CareCentric/System C platform.

St Helen’s and Knowsley Teaching Hospitals NHS Trust is responsible for any data in rest (e.g., data visible within Graphnet by the user), and together with the workstream governance ensures that appropriate Role Based Access Control (RBAC) is applied to the system.

Processors Responsibilities to the Public

In the event that personal information which has been shared under the DPIA is compromised or possibly compromised, the agency making the discovery will without delay:

- Inform the organisation providing the details
- Take steps to investigate the cause
- Report and investigate as an incident
- If appropriate, take disciplinary action against the person(s) responsible
- Take appropriate steps to avoid a repetition.



On being notified that an individual's personal information has or may have been compromised, the original provider will assess the potential implications for the individual whose information has been compromised will:

- Notify the individual concerned
- Advise the individual of their rights
- Provide the individual with appropriate support.
- Undertake a generalised risk assessment and consider notifying the Information Commissioner's Office in line with expected procedure

Data Processors

Where data processors are to be used, a legally binding contract (Information Processing Agreement) must be in place which includes the necessary contractual elements required under the GDPR. An assessment of the data processor's ability to comply with its terms should also be conducted (due diligence).

Data Controller Instruction

Processor is to act only on instruction of the Data Controller.

Incident Management

Incident management is included and the requirement to immediately report.

Graphnet Incident Management

The impact of potential or actual data breach situations are all assessed by the IG/IS/ISO team (legal counsel, Data Protection Officer and Security Manager) in line with Graphnet's risk management process (ISO27001:2013 certified).

Graphnet have a robust incident management procedure in place to respond to any security incidents: the IG/IS and ISO management team will assess issues and monitor progress on the action taken to ensure corrective action is taken. Broadly speaking, the process is:

- a. Incidents/issues shall be raised on JIRA GQS service desk and allocate an individual reference number: any employee may add an issue.
- b. The management team will close the issue/incident when satisfied that acceptable corrective action(s) has been taken.



c. Escalation of a ticket directly to senior members of the IG/ISO Steering committee will be used for significant issues. These will be progressed and closed as detailed below.

The IG/IS/ISO management team will monitor investigations and actions taken to ensure appropriate corrective action is taken, e.g. update policies/procedure, risk assessment. When the management team, and where required the CTO, is satisfied all possible actions have been taken, the issue shall be classed as resolved and the mitigation plan assessed for success for closure. All potential impacts and risks (financial, public perception, confidentiality etc.) are considered when a risk incident is reported. As the contractual Data Processor, Graphnet will notify the customer (Data Controller) within 24hours.

Record Retention

Record retention is detailed both during and after the agreement with Graphnet.

Records are held in line with the terms as set out within the contract. All data is likely to be retained in full until the contract ends, at which point it will be appropriately and securely returned to the Data Controller and removed from Graphnet systems. Graphnet acts upon the instruction of the Data Controller and if it is requested for Graphnet to removed or deleted any information then it would consider as per relevant and lawful instruction. Storage limitation should not be cause for any concerns.

FOI and EIR Requests

FOI and EIR requests should be undertaken with the Partner Organisation that holds the data.

Training

Training is a requirement for all staff of the processor handling the data.

Staff Contracts

All staff are held under a confidentiality agreement in staff contracts.

All staff accessing the CIPHA platform have a duty of confidentiality. All partner organisations would have signed up to the Data Sharing Agreement, to ensure they fulfill their obligations under the General Data Protection Regulation and Data Protection Act 2018 and the Common Law Duty of Confidentiality.

Additionally, all staff involved in direct care would be subject to the Data Protection Act 2018 and the Caldicott Principles.



Step 4: Assess necessity and proportionality

Describe compliance and proportionality measures, in particular: *what is your lawful basis for processing? Does the processing actually achieve your purpose? Is there another way to achieve the same outcome? How will you prevent function creep? How will you ensure data quality and data minimisation? What information will you give individuals? How will you help to support their rights? What measures do you take to ensure processors comply? How do you safeguard any international transfers?*

Any deviations in project scope that result from:

- A change in data processing responsibilities
- A change in storage, transmission, and/or persistence of data
- A change from read-only to write-back
- A change in data details from the Tier Two documentation
- A change in system architecture

will prompt a review of this DPIA in advance of the set review date, to ensure that data processing remains lawful. The COPI notice that provides the legal basis for sharing under COVID ends March 2021 and this document will be reviewed in readiness for that date.

Information around the workstream scope and intent is published on a public website, and the public will be able to contact the workstream through the website.
<https://www.cipha.nhs.uk/Home>

Processors compliance to this DPIA and their data sharing obligations will be monitored by the workstream through DSPT assessment results, and those who that have failed to meet standards (without a plan in place) will be highlighted and escalated to the relevant workstream and HCP Boards for decision.

All processors to this agreement must ensure that relevant training is made available to staff, and compliance to this will be ensured during the on-boarding of organisations.

On-boarding organisations to the workstream must ensure staff:

- Attend mandatory training in Information Governance at regular intervals;
- Are assigned appropriate role based access to information within the record
- Have had their details removed from accessing the record in the event of leaving the organisation, or, suspected misuse



Appropriate training and information to ensure staff compliance with this DPIA is the Common Law Duty of Confidentiality, Human Rights Act 1998, General Data Protection Regulation and the Mental Capacity Act 2005. All staff shall be made aware that disclosure of information (whether inadvertently or intentionally) which cannot be justified under this DPIA could make them liable to disciplinary action.

Only organisations within the Tier Zero and Tier One will be able to provide links between data within Share2Care, thus safeguarding organisations from international transfer.

Please see **Tier Two - Data Sharing Agreement-**

Data Details:

- Data to be Shared
- Lawful Basis for Sharing Data
- Details of how the Data will be shared – Data Flow

GDPR Lawful Bases

The General Data Protection Regulations (GDPR) makes the following provisions for processing personal data in relation to this project:

- The GDPR lawful basis for processing the data is that it is necessary to comply with the lawful obligation under the COPI notice ‘Article 6(1)(c) – legal obligation’
- The GDPR lawful basis for ‘processing of personal data’ is permitted under ‘Article 6(1)(e) – official authority’
- The GDPR lawful basis for ‘processing of special category data’ is permitted under ‘Article 9(2)(h) – provision of health’ . This is in line with the Data Protection Act 2018 Schedule 1 Part 1 *Health or social care purposes*

Data Protection Review

A review of the Principles relating to the processing of personal data under the GDPR should be undertaken to ensure projects take account of these and employ a ‘privacy by design’ approach.

Principle	Compliance
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Lawfulness, fairness and transparency	Lawful Basis	<p>6 1 (c) processing is necessary to comply with the lawful obligation under the COPI notice ‘Article 6(1)(c) – legal obligation’</p> <p>6 1 (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.</p> <p>The Health and Social Care (Safety and Quality) Act 2015 inserted a legal Duty to Share Information In Part 9 of the Health and Social Care Act 2012 (health and adult social care services: information) Official authority:</p> <table border="1"> <tr> <td>GP Practices</td> <td>NHS England’s powers to commission health services under the NHS Act 2006. Also, Article 6 (1) c for GPs when subject to statutory regulation</td> </tr> <tr> <td>NHS Trusts</td> <td>National Health Service and Community Care Act 1990</td> </tr> <tr> <td>NHS Foundation Trusts</td> <td>Health and Social Care (Community Health and Standards) Act 2003</td> </tr> <tr> <td>Local Authorities</td> <td>Local Government Act 1974 Localism Act 2011 Children Act 1989 Children Act 2004 Care Act 2014</td> </tr> </table>	GP Practices	NHS England’s powers to commission health services under the NHS Act 2006. Also, Article 6 (1) c for GPs when subject to statutory regulation	NHS Trusts	National Health Service and Community Care Act 1990	NHS Foundation Trusts	Health and Social Care (Community Health and Standards) Act 2003	Local Authorities	Local Government Act 1974 Localism Act 2011 Children Act 1989 Children Act 2004 Care Act 2014
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NHS Foundation Trusts	Health and Social Care (Community Health and Standards) Act 2003									
Local Authorities	Local Government Act 1974 Localism Act 2011 Children Act 1989 Children Act 2004 Care Act 2014									
Fairness	<p>Individuals can exercise the following rights with respect to their data, where applicable, by contacting the source organisation of their data:</p> <ul style="list-style-type: none"> • Right of access • Right to rectification • Right to erasure • Right to restrict processing • Right to data portability • Right to object • Rights related to automated decision making • Rights related to including profiling <p>The Common Law Duty of Confidentiality is set aside by the COPI Regulations. However, the direct care element is addressed by implied consent</p>									



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	Transparency	<p>The responsibility for transparency lies firmly with the controllers who are the partner organisations within the CIPHA workstream.</p> <p>During the COVID pandemic NHS Digital have provided the following transparency notice. This will be followed by the CIPHA workstream and is provided here for the data controllers.</p> <p>https://digital.nhs.uk/coronavirus/coronavirus-covid-19-response-information-governance-hub/coronavirus-covid-19-response-transparency-notice</p>
Purpose limitation		COVID-19 Intelligence – Combined Intelligence for Population Health Action (CIPHA) workstream
Research		The purposes of data for local Intelligence Services are those described in the COPI notice for COVID-19, which includes - Research and planning in relation to COVID-19
Data minimisation		<p>Sensitive data excluded from retrieval follows the recommendations made by The Royal College of General Practitioners (RCGP) ethics committee and the Joint GP IT Committee:</p> <ul style="list-style-type: none"> • Gender reassignment. • Assisted conception and in vitro fertilisation (IVF) • Sexually transmitted diseases (STD) • Termination of pregnancy <p>For data from local authorities some special category/sensitive data is included and the inclusion is covered by the legal basis for sharing.</p> <p>All free text data fields are omitted from data collection</p>
Accuracy		Incident management process related to incorrect documentation is in place with CIPHA workstream and with the contracted IT support organisation – St Helen’s and Knowsley Teaching Hospitals NHS Trust’s Health informatics Service (HIS). Where a document is discovered that is incorrect, the Trust identifying the document will log within local incident management systems, notify IT, and IT will notify the 3rd Line support of St Helen’s and Knowsley Teaching Hospitals NHS Trust’s Health informatics Service (HIS) to notify the originating Trust.
Storage limitation		The data will be stored in line with the Records Management NHS Code of Practice for Health and Social Care 2016 and underpinned by the time limitation of the COVID COPI notice.



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Integrity and confidentiality	Access levels to information available through Graphnet will be based upon the role held by the provider of health and care. Information will be shared which is necessary, relevant and proportionate to the role the individual fulfils. Role Based Access Control (RBAC) will be in place.
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Step 5: Identify and assess risks

CIPHA Risk Log

The risk score uses the following matrix

Impact	Catastrophic	5	5	10	15 20 25 Reportable to the ICO DHSC Notified		
	Serious	4	4 No Impact has occurred	8 An impact is unlikely	12	16	20
	Adverse	3	3	6	9 12 15 Reportable to the ICO		
	Minor	2	2	4	6	8	10
	No Impact	1	1 2 No Impact has occurred 3 4 5				
			1	2	3	4	5
			Not Occurred	Not Likely	Likely	Highly Likely	Occurred
			Likelihood harm has occurred				

Risk Number	Describe source of risk and nature of potential impact on individuals.	Likelihood	Impact	Overall Risk Score
1.	That data is not adequate to link records appropriately or sufficiently well coded for accuracy the consequence being that the findings drawn from	Not likely	Serious	8



Combined Information for
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Risk Number	Describe source of risk and nature of potential impact on individuals.	Likelihood	Impact	Overall Risk Score
	the analytics are thus diluted.			
2.	<p>Failure to keep clients informed over how their data will be used could lead to a breach of GDPR Article 13 and 14 of the GDPR.</p> <p>The current <u>example Privacy Notice</u> embedded into the Data Sharing Agreement, includes elements and processes which do not comply with the provisions under the Data Protection Act.</p>	Likely	Serious	12
3.	<p>Failure to have processes in place to facilitate the following data protection rights requests could result in a breach Article 15, Article 16, Article 18 and Article 21</p> <ul style="list-style-type: none"> • Right of Access • Right to Rectification • Right to Restrict Processing • Right to Object 	Likely	Serious	12
4.	<p>Failure to ensure that the supplier is compliant with Government and National Cyber Security Standards for cloud based computing could lead to a breach of our security obligations under Article 32 of the GDPR</p>	Likely	Serious	12
5.	<p>Failure to define the process in which direct care providers outside of an LA area can access the records of patients outside of their area could result in data being accessed inappropriately leading to a Data Protection Act Section 170 offence</p>	Likely	Catastrophic	15
6.	<p>Failure to have security processes in place to stop partners, with access to patient identifiable data, from accessing the portal from their own personal devices, this could result in a breach of each partner's security obligations under Article 32 of the GDPR</p>	Likely	Catastrophic	15
7.	<p>Failure to have a process in place to audit access to patient identifiable data processes could result in a breach of our security obligations under Article 32.</p>	Likely	Serious	12



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Risk Number	Describe source of risk and nature of potential impact on individuals.	Likelihood	Impact	Overall Risk Score
8.	Failure to ensure adequate controls are in place to ensure that de-identified data can't be re-identified could result in disclosure of personal information leading to a data breach and could lead to a breach of our security obligations in relation to anonymisation / pseudonymisation processes under Article 32	Not likely	Catastrophic	10
9.	Failure to have a process in place to verify, audit and test the merging of data from multiple data sources to ensure that data is matched correctly to ensure that a data breach does not occur	Not likely	Catastrophic	10
10.	Failure to provide / develop a process / technical solution to facilitate clients opting out of their data being shared could lead to a breach of the Common Law Duty of confidence, Data Protection Act and Human Rights Act	Likely	Catastrophic	15
11.	Failure to ensure that a process is in place to remove a client's data when the partner has closed the record on their systems could result in data being retained inappropriately	Likely	Catastrophic	15
12.	Failure to ensure that the appropriate international transfer safeguards are in place should the note data be stored on servers outside of the UK could result in a breach of Article 44-56	Not likely	Catastrophic	10
13.	Failure to define the retention of closed records data on the system could result be held on the portal inappropriately	Likely	Catastrophic	15

Step 6: Identify measures to reduce risk

Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
1.	That data is not adequate to link records	To use operational flows where possible which reflect actual activity and both in the testing and regular	Low	Reduced	Y



Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
	appropriately or sufficiently well coded for accuracy the consequence being that the findings drawn from the analytics are thus diluted.	<p>feedback that data quality is given due attention and resource to resolve issues that arise.</p> <p>Routine data quality reports will be available e.g. “orphan” activity records by provider that will be applied to business as usual governance</p>			
2.	<p>Failure to keep clients informed over how their data will be used could lead to a breach of GDPR Article 13 and 14 of the GDPR.</p> <p>The current <u>example Privacy Notice</u> embedded into the Data Sharing Agreement, includes elements and processes which do not comply with the provisions under the Data Protection Act.</p>	<p>The example Privacy Notice from NHSX legally meets the terms of the COPI notice for COVID-19. This Tier 2 Data Sharing Agreement is governed under the COVID-19 COPI notice.</p> <p>It is at the discretion of any partner organisation in the sharing agreement to add to the privacy notice. This would further meet GDPR 13(3) beyond the COPI notice under which this DSA is covered.</p> <p>The management of the four levels of data - patient identifiable; pseudonymised; pseudonymised and non-reidentifiable; and anonymised/aggregate – are set out in the Tier 2 data sharing agreement.</p> <p>The fair processing required for a solution of this type is the privacy notice. Each</p>	Low	Reduced	Yes



Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
		organisations web site should be updated to inform data subjects that the CIPHA workstream is in place and the legal basis that is being used to share data.			
3.	<p>Failure to have processes in place to facilitate the following data protection rights requests could result in a breach Article 15, Article 16, Article 18 and Article 21</p> <ul style="list-style-type: none"> • Right of Access • Right to Rectification • Right to Restrict Processing Right to Object 	<p>Each Data Controller is accountable under GDPR, and will have their own measures in place to meet the eight Rights of Data Subjects.</p> <p>If a Data Subject of any partner organisation wishes to exercise or challenge one of their Rights, they would do that with their provider organisation(s) through the partner organisation's internal processes.</p> <p>Each Data Controller will remain responsible and accountable under GDPR for their clients.</p> <p>The host Trust of the platform – St Helens and Knowsley Teaching Hospitals NHS Trust – have in place their data processing and cyber policies and procedures to maintain the rights of the data subjects.</p>	Low	Reduced	Yes
4.	Failure to ensure that the supplier is compliant with Government and	Data will be stored on 'Azure cloud', which is compliant with Information Governance standards and is safe and secure.	Low	Reduced	Yes



Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
	<p>National Cyber Security Standards for cloud based computing could lead to a breach of our security obligations under Article 32 of the GDPR</p>	<p>Azure is assessed to ISO 27001, ISO 27017, ISO 27018, and many other internationally recognized standards. The scope and proof of certification and assessment reports are published on the Azure Trust Centre section for ISO certification here: https://www.microsoft.com/en-us/trustcenter/compliance/iso-iec27001. The ISO 27001 assessment was performed by the BSI.</p> <p>SystemC and Graphnet Health Ltd comply with the 13 infrastructure as a service (IaaS) principles and are accredited as such e.g. Cyber essentials.</p> <p>Details are available on request contained within the "CareCentric population health cloud assurance" document.</p>			
5.	<p>Failure to define the process in which direct care providers outside of an LA area can access the records of patients outside of their area could result in data being accessed inappropriately leading to a Data Protection Act</p>	<p>The following processes are in place</p> <ul style="list-style-type: none"> The supplier defines rigorous role based access (RBAC) protocols to ensure access to data is limited to those authorised and maintains a register of RBAC The supplier maintains an audit trail of access to data sources The workstream controls access to data assets through 	Low	Reduced	Yes



Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low, Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
	Section 170 offence	a 'Data Asset and Access Group' to ensure only legitimate access is granted to individual projects (use-cases). This is linked to the RBAC process			
6.	Failure to have security processes in place to stop partners, with access to patient identifiable data, from accessing the portal from their own personal devices, this could result in a breach of each partner's security obligations under Article 32 of the GDPR	<p>The following mitigating processes are in place</p> <ul style="list-style-type: none"> Personal identifiable data can only be made available (re-identified) using the existing and approved 'pseudo at source' mechanism through the Data Services for Commissioners Regional Offices (DSCRO). This mechanism is obligated through the contract with the supplier Through the RBAC processes and prior to approval to access any data those regional intelligence teams that can legitimately re-identify data using pseudo at source will be obliged to evidence their own procedures to ensure that personal identifiable information will not be accessible through personal devices Access to the data storage service is based on best practice of whitelisting specific IP address ranges, this will reduce the risk of access via personal devices 	Low	Reduced	Yes



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Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
		<ul style="list-style-type: none"> When the service is accessed all actions are recorded within the audit trail Access to local networks, be this direct or via virtual private network (VPN) will be subject to the acceptable usage policy of the organisation that the person making access works for. Each individual will be subject to the policies and procedures outlined by their employer 			
7.	Failure to have a process in place to audit access to patient identifiable data processes could result in a breach of our security obligations under Article 32.	<p>The following mitigations are in place;</p> <ul style="list-style-type: none"> The Azure SQL environment logs all SQL queries which take place against the data marts to provide an audit trail of what identifiable data has been accessed and by whom Requests for re-identification of cohorts through the Web Client application are recorded separately and will be provided on a regular basis to the CIPHA board Access to the data will be subject to approval from the data controllers. The existing change control process would approve access and grant permissions All activity reports are 	Low	Reduced	Yes



Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
		<p>available as outlined above and would be provided to assist audit. Audit process and timeframes will be specific to each organisation</p> <p>The workstream controls access to data assets through a 'Data Asset and Access Group' to ensure only legitimate access is granted to individual projects (use-cases).</p>			
8.	Failure to ensure adequate controls are in place to ensure that de-identified data can't be re-identified could result in disclosure of personal information leading to a data breach and could lead to a breach of our security obligations in relation to anonymisation / pseudonymisation processes under Article 32	<p>Direct Care data marts hold the full PID along with field level configuration for both anonymisation and sensitive clinical coding reference data. Stored procedures query tables using field level configuration to anonymise data at the point of extract. SSIS package cross references data with sensitive clinical coding to further remove restricted data. Fully anonymised data is written to the research data mart in the same format as the direct care source. Key masking uses a customer specific SALT value + SHA2_256 hashing.</p> <p>Security</p> <ul style="list-style-type: none"> Separate cloud security helpdesk with one request 	Low	Reduced	Yes



Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
		<p>per user</p> <ul style="list-style-type: none"> • IP addresses must be whitelisted for access to data marts • Azure AD named user access must be used • Data access can be controlled by mirroring CareCentric RBAC configuration • Full SQL row level security • Unique RBAC groups can be implemented within analytics solution if required <p>Anonymisation</p> <ul style="list-style-type: none"> • Source is the Direct Care mart holding all data • Data is copied to the Anonymised mart • Sensitive Clinical Codes stripped out in flight • Field level configuration for anonymisation <ul style="list-style-type: none"> ○ No change ○ Blank ○ Truncate ○ Mask Dates • Key fields undergo one way encryption, maintaining referential integrity <p>Pseudonymisation</p> <ul style="list-style-type: none"> • Source is the Direct Care mart holding all data • Data is copied to the 			



Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
		<p>Pseudonymised mart</p> <ul style="list-style-type: none"> • Opted Out patients and Sensitive Clinical Codes stripped out in flight • Field level configuration for Pseudonymisation <ul style="list-style-type: none"> ○ No change ○ Blank ○ Truncate ○ Mask Dates • Tokenised IDs Can be re identified <ul style="list-style-type: none"> ○ National DE ID / RE ID or encrypted local values ○ Secured data table which stores mapping ○ User interface to reidentify • Key fields undergo two way encryption, maintaining referential integrity <p>A white box penetration test has been completed with a Black box full test scheduled for 2020.</p>			
9.	Failure to have a process in place to verify, audit and test the merging of data from multiple data sources to ensure that data is matched correctly to ensure	<p>Graphnet merges data into it's longitudinal patient record based on the patient NHS Number, name and date of birth.</p> <p>Where the NHS number is a verified number we would match on this. If this is not the case we use the three items described</p>	Low	Reduced	Yes



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	that a data breach does not occur	above. Reports are available that outline the match success and Graphnet have performed audits for clients to ensure data integrity. The tools available to client are designed to support the ongoing data quality process which is the responsibility of each data controller.			
10.	Failure to provide / develop a process / technical solution to facilitate clients opting out of their data being shared could lead to a breach of the Common Law Duty of confidence, Data Protection Act and Human Rights Act	Type 1 opts out (those who do not want their information shared outside of General Practice for purposes other than direct care) will be upheld. This means that data for people who have objected to sharing their data will not flow from the GP record into the Graphnet solution. Once the national solution for opt out is live with NHSD, these patients will automatically be removed from the datamart. This removal includes all data sources. The ability to opt out for direct patient care would only be instigated subject to a successful application by the data subject under article 21 of GDPR.	Low	Eliminated	Yes



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Risk Number	Risk Summary	Options to reduce or eliminate risk	Residual Risk: Low, Medium, High	Effect on Risk: Eliminated, Reduced, Accepted	Measure Accepted: Yes/No
11.	Failure to ensure that a process is in place to remove a client's data when the partner has closed the record on their systems could result in data being retained inappropriately	<p>The Records Management Code of Practice for Health and Social Care 2016 sets out what people working with or in NHS organisations in England need to do to manage records correctly. It's based on current legal requirements and professional best practice.</p> <p>All organisations that contribute to the solution will be governed by the above.</p> <p>Each organisation will have its own records management policy and define both the duration of retentions and removal policy.</p> <p>The data processor will hold data in line with the contract terms. All data will be returned and purged at contract end, or as set out in the contractual terms.</p>	Low	Reduced	Yes
12.	Failure to ensure that the appropriate international transfer safeguards are in place should the note data be stored on servers outside of the UK could result in a	<p>The supplier, Graphnet Health, are a UK based company. All data is stored in the UK and there is no server storage outside of the UK.</p> <p>All information can be found in the CareCentric population health cloud assurance</p>	Low	Eliminated	Yes



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	breach of Article 44-56	document.			
13.	Failure to define the retention of closed records data on the system could result be held on the portal inappropriately	<p>The Records Management Code of Practice for Health and Social Care 2016 sets out what people working with or in NHS organisations in England need to do to manage records correctly. It's based on current legal requirements and professional best practice.</p> <p>Each organisation that contributes to the solution will have a record retention policy. The elements of the record, when combined, creates a holistic view of a care recipients journey. As a result this new record would be retained for the duration of the longest term for which the record is retained within the social care community, If the contract is continued beyond March 2021c then the retention period for the combined record will be subject to an agreement from the social care providers.</p>	Low	Reduced	Yes



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Health & Care Partnership
for Cheshire & Merseyside





Step 7: Sign off and record outcomes

Item	Name/date	Notes
Measures approved by:	Paul Charnley – Chair of the Cheshire and Merseyside Health and Care Partnership Information Governance Strategy Group 24 September 2020	
Residual risks approved by:	Jim Hughes – CIPHA Programme Director 24 September 2020	
DPO advice provided:	Suzanne Crutchley DPO Mersey Internal Audit Agency (MIAA) 24 September 2020	DPO should advise on compliance, step 6 measures and whether processing can proceed
<p>Comments:</p> <p>This work for the Covid-19 Intelligence Workstream meets the requirements for GDPR, and so the data processing can proceed.</p>		
DPO advice accepted or overruled by:	Jim Hughes 24 September 2020	If overruled, you must explain your reasons
<p>Comments:</p> <p>DPO advice accepted.</p>		
Consultation responses reviewed by:	Paul Charnley - Chair of the Cheshire and Merseyside Health and Care Partnership Information Governance Strategy Group 24 September 2020	If your decision departs from individuals' views, you must explain your reasons



Comments:

Accepted

This DPIA will kept under review by:

The Cheshire and Merseyside - Health and Care Partnership - Information Governance Strategy Group will review this DPIA

The DPO should also review ongoing compliance with DPIA