

Leeds City Council,

NHS Leeds

And

Purchasing Index Ltd

**Agreement for the Transfer and Processing of Health and Social Care data from Leeds City
Council and NHS Leeds to Purchasing Index Ltd**

Draft Dated: 26.4.2012

WITHOUT PREJUDICE

THIS AGREEMENT is made the **INSERT DATE** BETWEEN

Leeds City Council ('the Authority') and

NHS Leeds ('the PCT') and

PURCHASING INDEX LTD, 150 Buckingham Palace Road, London SW1W 9TR

Requirements: The Authority and the PCT have commissioned Purchasing Index Ltd who shall provide a strategic tool for intelligently commissioning across health and social care pathways, and the production of activity analysis for health and social care joint dashboards.

In order to safeguard the confidentiality of the transferred data, this agreement is made subject to the following terms and conditions.

WHEREAS IT IS AGREED as follows:

1. Definitions

a. In this agreement the following definitions shall apply

'Agreement' shall mean the terms and conditions of this agreement including any schedules and documents annexed hereto.

'Data' means information which;

- i. Is being processed by means of equipment operating automatically in response to instructions given for that purpose
- ii. Is recorded with the intention that it should be processed by means of such equipment
- iii. Is recorded as part of a relevant filing system or with the intention that it should form part of a relevant system, and

'Data Owner' means, the person (either alone or jointly or in common with other persons) to whom the data belongs

'Data Controller' means, a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any confidential or personal data are, or are to be, processed;

'Data Processor' in relation to confidential or personal data, means any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller;

'Confidential and Personal Data' means data relating to an individual who can be identified;

- iv. From those data, or
- v. From those data and other information which is in the possession of, or may to come into the possession of, the Data Controller,
- vi. And includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual

'Processed' in relation to the Data, means obtaining, recording, holding the information or carrying out any operation or set of operations on the information or data, including;

- vii. Organisation, adaptation or alteration of the information or data,
- viii. Retrieval, consultation or use of the information or data,
- ix. Disclosure of the information or data by transmission dissemination or otherwise making available, or
- x. Alignment, combination blocking erasure or destruction of the information or data;

2. General Provisions

Permission to transfer data

2.1 The Authority and The PCT as Data Owners hereby gives Purchasing Index Ltd permission to receive pseudonymised data on clients and patients on services accessed and received, age, cost of service, timeframe of service and provider of service. The format of the transfer to be secure SSL-enabled website via a user name and password, loaded via encryption algorithm of type Triple-DES.

Term of the agreement

2.2 This agreement shall commence on the2012 and continue thereafter until expiry on the 31st March 2013 unless terminated earlier in accordance with clause 2.9. An equivalent Data Processing Agreement will be required with the successor Clinical Commissioning Groups (CCGs) who take over from the PCTs from 1st April 2013.

Ownership of the Data

2.3 The Data, including the pseudonymised confidential and personal data, transferred to Purchasing Index Ltd hereunder shall remain the property of the Authority and the PCT, who shall be entitled to retrieve it at any time upon giving Purchasing Index Ltd reasonable notice. For the avoidance of doubt the transfer shall take place when the data is uploaded via a secure SSL-enabled website to the care of Purchasing Index Ltd and at that point Purchasing Index Ltd shall assume responsibility for its safekeeping in accordance with this Agreement.

Security of the Data

2.4 Purchasing Index Ltd must ensure prior to the transfer of the Data Authority hereunder that the following provisions are in place and operative;

- i. Any premises in which the Data (or any backed up Data) is stored must have restricted and security controlled access;
- ii. The premises in which the Data is stored or processed must be protected by an intruder alarm system to at least British Standard BS 8220-2:1995 for commercial building security;
- iii. The premises in which the Data is stored and or processed must be protected against the risk of fire with smoke detection system preferably to British Standard BS EN 54-1:1996 or later modification thereof;
- iv. All staff processing data must be CRB checked by their employer and informed in writing. The Authority's Data provided hereunder must not be disclosed to any persons other than to those who need to receive the Data or part thereof;
- v. The system (s) upon which the Data is stored or processed must be secured by password protection with only trusted employees needing access being given a password;
- vi. The system upon which the Data is stored or processed must be protected to British Standard BS EN 17799:2005 and ISO27001 Information Management Security Protocols;
- vii. All remote access points to the system holding the Data must be firewalled controlled with up to date security software and access must be password protected. Any Data transferred between remote sites must be encrypted between sites.

Data Protection Act 1998

2.5 The Data while under the control of Purchasing Index Ltd shall be subject to the Data Protection Act 1998 and the Data Protection Principles under that Act. Purchasing Index Ltd will act only in accordance with the explicit instructions of the Data Controllers in Common.

2.6 For the purpose of the Data Protection Act 1998 the Authority and the PCT shall be the Data Controllers in Common and Purchasing Index Ltd shall be the Data Processor.

Use of the Data

2.7 The Data shall only be stored or processed by Purchasing Index Ltd for the purpose of the provision of a strategic tool for intelligently commissioning across health and social care pathways, and the production of activity analysis for health and social care joint dashboards, using Caretrak. Purchasing Index Ltd will act only in accordance with the explicit instructions of the Data Controllers in Common. The Data under the control of Purchasing Index Ltd must after being processed and only upon the written instruction of the Authority and the PCT be destroyed by Purchasing Index Ltd. Upon destruction of the Data, Purchasing Index Ltd shall issue a written Certificate of Data Destruction within 7 days thereafter.

Sub-contraction

2.8 No work relating to the this agreement may be sub-contracted or assigned to a third party by Purchasing Index Ltd

Termination

2.9 The Authority or the PCT can terminate this Agreement at any time prior to the expiry of the term of the Agreement at clause 2.2;

2.9.1 if Purchasing Index Ltd are found to be in material breach of the provisions of this Agreement;

2.9.2 if Purchasing Index Ltd goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if Purchasing Index Ltd makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgment is made against Purchasing Index Ltd or any similar occurrence under any jurisdiction affects Purchasing Index Ltd.

Termination consequences

2.10 On expiry or other termination of this Agreement Purchasing Index Ltd undertakes to either

2.10.1 immediately return to the Authority and the PCT all data stored or processed for the purpose of this Agreement; or,

2.10.2 at the request of the Authority or PCT to destroy all the data stored or processed in accordance with Clause 2.7.

2.11 This Agreement shall terminate forthwith if the agreement made the [date] between the Client and PI terminates for whatever reason.

Signed on behalf of Purchasing Index Ltd

Name

Job Title

Date

Signed on behalf of the Authority

Name

Job Title

Date

Signed on behalf of the PCT

Name

Job Title

Date

WITHOUT PREJUDICE