

DATA PROCESSING AGREEMENT

Birmingham and Solihull ICB, National Diabetes Prevention Programme

Data Controller(s):

Birmingham and Solihull GP Practices

Data Processor:

iPLATO Healthcare Ltd

Dated: 12 July 2023

iPLATO Healthcare Ltd (“iPLATO”) – Data Processing Agreement:

1. GENERAL

- 1.1. The details of Personal Data processing carried out by iPLATO under this Agreement are as follows:
 - 1.1.1. The type of Personal Data processed by iPLATO under this Agreement is health data obtained from the data controller.
 - 1.1.2. The data processed relates specifically to patients of the GP Practice who require a communication about the programme outlined in Schedule 1.
 - 1.1.3. The Personal Data processed by iPLATO under this Agreement are processed for the sole purpose of aiding the Data Controller with communications to patients.
 - 1.1.4. The Personal Data processed by iPLATO under this Agreement is not transferred by iPLATO to anybody unless expressly instructed by the Data Controller.
- 1.2. The duration of processing for Personal Data processed by iPLATO under this Agreement is the term of this Agreement.
- 1.3. The Data Controller acknowledges that the data shared will be matched with Patient Data held in GP clinical systems. iPLATO has appropriate accreditations/agreements with the relevant GP Clinical Systems providers to access Patient Data held in GP Clinical Systems through published and approved API's.
- 1.4. Each party shall comply with Data Protection Legislation.
- 1.5. iPLATO is a Data Processor in respect of the Patient Data. iPLATO shall:
 - 1.5.1. process the Patient Data only on and in accordance with instructions from the Data Controller which may be specific instructions or instructions of a general nature provided directly to iPLATO.
 - 1.5.2. process the Patient Data only to the extent, and in such manner (with due regard to any technical constraints) as is necessary for the provision of services to the Data Controller; and

1.5.3. inform the Data Controller of any legal requirement under any applicable law that would require iPLATO to process the Patient Data otherwise than only on the processing instructions, or if any Data Controller instruction infringes Data Protection Legislation.

2. SECURITY

2.1. iPLATO shall implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to its processing of Patient Data so as to ensure a level of security in respect of Patient Data processed by it is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Patient Data transmitted, stored or otherwise processed.

2.2. In respect of any security incident involving Patient Data, iPLATO shall without undue delay notify and provide the Data Controller with details of the security incident.

3. SUPPLIER STAFF AND OTHER PROCESSORS

3.1. iPLATO shall not engage another person to perform specific processing activities in respect of the Patient Data without the Data Controller’s prior consent.

3.2. iPLATO shall ensure that its personnel processing Patient Data have signed agreements requiring them to keep Patient Data confidential and take all reasonable steps to ensure the reliability of iPLATO personnel processing Patient Data and that personnel processing Patient Data receive adequate training on compliance with the data protection provisions of this Agreement and Data Protection Legislation.

3.3. See below approved sub-processors:

Sub-Processor	Service Provided	Data Processed
BT	Messaging provider	Mobile Number / message content
AWS	Cloud storage	All
NHS mail	Encrypted email service	Practice provided patient data
Microsoft office	Data management	Practice provided patient data
Docmail	Document management	Patient details (incl. HbA1C)

4. OTHER OBLIGATIONS

4.1. iPLATO shall forward to the Data Controller and otherwise co-operate with and assist the Data Controller with any requests received from data subjects of any Patient Data. iPLato shall provide reasonable assistance, information and cooperation to the Data Controller to ensure compliance with the Data Controller’s obligations under Data Protection Legislation (in particular the obligations relating to Subject Access Requests, security measures, conducting data protection impact assessments (DPIA) and prior consultation with applicable data protection authorities).

4.2. iPLATO shall not transfer any Patient Data to any country outside the European Economic Area without the Data Controller’s prior written consent.

4.3. iPLATO shall make available to the Data Controller on request in a timely manner such information as is reasonably required by the Data Controller to demonstrate iPLATO’s compliance with its obligations under Data Protection Legislation and this Agreement.

4.4. iPLATO shall permit audits conducted by the Data Controller or another auditor mandated by the Data Controller for the purpose of demonstrating iPLATO’s compliance with its obligations under Data Protection Legislation and this Agreement. This shall be subject to the Data Controller giving iPLATO reasonable prior notice of such audit and/or inspection and ensuring that any auditor is subject to binding obligations of confidentiality and that such

audit or inspection is undertaken so as to cause minimal disruption to iPLATO's business. The Data Controller shall pay iPLATO's reasonable costs of allowing or contributing to such audits or inspections.

4.5. iPLATO shall without delay, at the Data Controller's request, either securely delete/anonymise or return all the Patient Data to the Data Controller after the end of the provision of iPLATO's services under this Agreement or, if earlier, as soon as processing by iPLATO's of any Patient Data is no longer required for iPLATO's performance of its obligations under this Agreement, and securely delete/anonymise existing copies (unless storage of any data is required by applicable law).

5. GOVERNING LAW AND JURISDICTION

5.1. This Agreement is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales for all purposes connected with this Agreement, including the enforcement of any award or judgement made under or in connection with it.

6. DEFINITIONS

6.1. As used in this Agreement and in any Order Forms now or hereafter associated herewith:

"Data Controller" (or **"Controller"**), **"Data Processor"** (or **"Processor"**), **"Data Subject"**, **"Personal Data"** all have the meaning given to those terms in Data Protection Legislation (and related terms such as "process" have corresponding meanings).

"Data Protection Legislation" means any and all applicable laws relating to the protection or processing of personal data that are applicable to iPLATO including, without limitation (a) the Data Protection Act 2018; (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (c) General Data Protection Regulation (EU) 2016/679 ("EU GDPR"); (d) the UK GDPR.

"UK GDPR" means the EU GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or apart from time to time) ("UK GDPR").

"GP Clinical Systems" means a system where Patient Data is stored.

"GP Practice" means the GP practices who from time to time receive or have previously received services from iPLATO and are users of the iPLATO Connect and other iPLATO services.

"Patient Data" means Personal data that is transferred between the Data Controller and iPLATO to identify suitable individuals to be contacted via the system. Personal Data may also include patient records that exist within the GP Practice clinical systems, including patient demographic information, patient medical records and all appointment information regarding patients of the GP Practice, although it is acknowledged that in this type of Patient Data is not covered by this Data Processing Agreement but is covered with individual Data Processing Agreements that iPLATO has with individual GP Practices.

"Sub Processor" means another Data Processor engaged by iPLATO for carrying out processing activities in respect of the Patient Data on behalf of iPLATO.

SCHEDULE 1

Birmingham and Solihull ICB National Diabetes Prevention Programme

iPLato Healthcare Ltd have been commissioned by Birmingham and Solihull ICB to assist with patient recruitment for their National Diabetes Prevention Programme. Practices are invited to sign-up to

authorise the invitation of their in-scope patients, being patients who are registered at the participating GP practices and fit the below eligibility criteria:

Eligibility criteria for participants:

- Age range between 18 and 120
- HbA1C value between 42 – 47 mmol/mol (6.0 – 6.4%)
- Latest blood test must have taken place in the last 12 months
- have shared their SMS numbers with the practice and haven't opted out of receiving comms via text

iPLATO will connect with GP systems of the participating practices and send 2 text messages and 1 letter per eligible patient. This includes one primer SMS, a letter with details about the session they have been referred to, followed by a reminder SMS prompting them to book an appointment with the health programme they are referred to.

On receiving Practice authorisation, iPlato will conduct the following processing activities:

1. Participating practices will be asked to provide eligible patient details via NHS mail, including NHS number, mobile number, ODS code, HbA1C test date and result.
2. IPLATO will connect to the practice clinical system and download the 'patient phonebook' which includes basic contact and demographic data only.
 - 1) -No patient medical information will be extracted.
 - 2) -All information pertaining to opted-out and non-eligible patients will be discarded as will all unnecessary data fields - the only personal data retained will be NHS number, mobile number, DOB, First name, Surname and address.
 - 3) -NOTE: Data is retrieved via a secure connection with the clinical system and synchronised regularly to ensure the most current data is available for messaging purposes. Following each synchronisation, the data is purged as outlined.
3. Patients will be contacted with one primer SMS, a letter with details about the session they have been referred to, followed by a reminder SMS. Communications will contain approved content and include specific details and/or a weblink to enable participation in the prevention programme.
4. IPLATO may (if requested) connect to the practice clinical system to enable coding back to patient medical records.

NOTE: Coding data is transferred via a secure connection with the clinical system
5. IPLATO will provide overview figures in respect of communications sent/delivered and weblink clicks per practice to Birmingham and Solihull (no personal patient data will be shared).
6. IPLATO will delete all participating practice patient data within 30 days of completion of the communication programme and/or at the termination of iPlato's engagement with Birmingham and Solihull ICB, whichever is the sooner, (except where the practice is an existing iPlato customer using the myGP Connect messaging platform).

Data Controllers (GPs) to individually accept via (micro site address) or via email.

iPLATO Healthcare Ltd:

Data Controller:

Signed for and on behalf of iPLATO Healthcare Ltd:



iPLATO Healthcare Ltd
One King Street, London

Name:	Martin Rowden
Position:	Director
Date:	12 th July, 2023
Surgery Name:	
Surgery ODS Code:	
Name:	
Position:	