DATA PROCESSING AGREEMENT
City & Hackney Talk Changes SMS Programme

Data Controller(s):

NHS City & Hackney Talk Changes

City & Hackney CCG *(NHS North East London CCG)* GP Practices

Data Processor:

iPlato Healthcare Ltd

Dated: 07th September 2021

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 text message for 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 issuing text messages 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.

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 services under this Agreement or, if earlier, as soon as processing by iPlato 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 the Data Protection Act 2018, the General Data Protection Regulation (GDPR), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, as may be amended from time to time.

"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.

"iPlato Connect" means a cloud based middleware platform (including all available modules eg Patient Messaging, Engagement Hub, Patient Survey, preGP®, Remote Consultation etc) securely hosted within HSCN and integrated direct to NHS approved clinical systems which aids the GP Practice in the provision of medical services to GP Practice patients through the use of Patient Data.

"Patient Data" means Personal data that is transferred between the Data Controller and iPlato to identify suitable individuals to be contacted via text message. 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.

Updated March 2020

SCHEDULE 1

City & Hackney Talk Changes SMS Programme

- This is City & Hackney CCG *(NHS North East London CCG)* practices

- All patients from the above-mentioned practices will be contacted on an ad-hoc basis in order to provide the most up-to-date information and guidance on improving mental health.

- Only patients who have consented to receiving SMS will be contacted.

- Data will be retrieved via a secure connection to each practice's clinical system.

Surgery Consent Details

Surgery Name	
Surgery ODS Code	
Name	
Position	