INFORMATION SHARING AGREEMENT

Community Pharmacy Contractor Access to North of Scotland Care Portal

This Information Sharing Agreement details the arrangements for sharing of role-based NHS Highland Care Portal data with NHS Highland Community pharmacists for the purposes of providing pharmaceutical care services, patient safety and reduced clinical risk.

October 2025

Contents

Introduction 4
1. Parties, Scope and Purpose 5
1.1 Name and details of the parties who agree to share information 5
1.2 Business and legislative drivers for sharing data. 5
1.2.1 Patient presenting in community pharmacy 6
1.2.2. Patient being discharged from hospital 7
1.3 ISA Management and Change 8
1.4 Legal basis for the processing and constraints 8
1.4.1 Data Protection Principles 8
1.4.2 Constraints to Processing 9
1.4.3 Caldicott Principles 9
1.4.4. Common Law Duty of Confidentiality 9
2. Description of the information to be shared 11
3 Description and manner of information sharing 13
3.1 Data flows 13
3.2 How data/information is to be accessed, processed and used 15
3.3 Summary of how decisions are going to be made with regards to the manner of the processing. 16
3.3.1Purpose of Care Portal access. 16
3.3.2 Data will be available on-screen. 16
4 Impact assessments and preparatory work 16
5 Privacy information (transparency requirement) 17
6 Accuracy of the information 17
7 Data retention and secure disposal 17
8 The rights of individuals. 18
9 Security, risk and impact of the processing 18
10 International transfers of personal data 19
11 Implementation of the information sharing agreement 20
11.1 Dates when information sharing commences/ends: 20
11.2 Training and communications 20
11.3 Information sharing instructions and security controls 20
11.4 Non-routine information sharing and exceptional circumstances 20
11.5 Monitoring, review and continuous improvement 21
11.5.2 Review 21
11.5.3 Complaints 21
12 Sign-off: Contractor 22
13 Sign-off: 23
13.1 Pharmacist working in NHS Highland Community Pharmacies 23
13.2 Community Pharmacy Services 24
Appendix 1: List of Work instructions, policies and procedures 25
Appendix 2: Data items and adequacy 27

Revision History

Version	Date	Summary of Changes
Draft Final	July 2025	Change Clinical Portal to Care Portal
V1.0	Sept 2025	Links added.
V1.1	Sept 2025	Updated with DPIA approval.
V2	October 2025	FINAL
V2.1	January 2026	Section 9.1 Amend to read: It is mandatory and the responsibility of the Community Pharmacists with access to Care Portal, to inform NHS Highland if they move work base within NHS Highland or out with the Board area. Section 11.1 Remove: Data Protection Information Assessment. Add Data Protection Notice.
V2,2	June 2026	Insert “Contractor” to Community Pharmacy in all sections.

Introduction

This Information Sharing Agreement (ISA) has been prepared to support appropriate sharing of information between NHS Highland and Community Pharmacy Contractors within the Board area. A Data Protection Impact Assessment (DPIA) has also been developed and should be read prior to this for clarity on the process.

The aim of this document is to set out the purpose of the data sharing, identify standards and provide a framework which will allow this information to be viewed by the parties and shared in ways which ensure compliance with the law. Secure and appropriate data sharing, via access to Care Portal, will facilitate consistent, person-centered healthcare which improves on exceptional levels of patient safety already afforded by the services on offer in Community Pharmacy.

This document sets out the standards to be applied by NHS Highland when sharing information with Community Pharmacies via Care Portal, and for Community Pharmacies when accessing this information.

1. Parties, Scope and Purpose

1.1 Name and details of the parties who agree to share information

Legal name of parties subject to the ISA and Head Office address	Short name of the party	Role in this agreement : Data Controller or Data Processor (*)	ICO Registration Number
Highland NHS Board **NHS Highland** **Assynt House** **Beechwood Park** **Inverness** **IV2 3BW**	**NHS** Highland	Controller	Z5634253
[**Insert Community Pharmacy Contractor]**	The Community Pharmacy	Processor (limited)	[**Insert]**

As Care Portal is a read-only system, Community Pharmacy Contractors are considered a 'limited' Data Processor. Liability relating to the data available in Care Portal remains equal between the Controller and limited Processor.

1.2 Business and legislative drivers for sharing data.

In August 2013, Achieving Excellence in Pharmaceutical Care, A Strategy for Scotland, highlights the key requirement for access to electronic patient data by pharmacists. There were a number of specific commitments associated with this strategy, all of which emphasise the need for data sharing and ISA:

1. Increasing access to community pharmacy as the first port of call for managing self-limiting illnesses and supporting self-management of stable, long-term conditions, in-hours and out-of-hours.

2. Providing the focus, resources and tools to support the safer use of medicines.

3. Improving the pharmaceutical care of residents in care homes and people being cared for in their own homes.

4. Enhancing access to pharmaceutical care in remote and rural communities.

5. Building the clinical capability and capacity of the pharmacy workforce.

6. Optimising the use of digital information, data and technologies for improved service delivery.

7. Planning for sustainable pharmaceutical care across Scotland.

The national out of hours review also highlights the need for community pharmacists to have access to Immediate Discharge Letters (IDLs).

The 2018 General Medical Services (GMS) contract for Scotland recognises that the future success of General Practice will be as a result of collaborative working. Multi-disciplinary teams, joint working and a stronger reliance on partners from across the integrated health and social care team and Primary care (of which Community Pharmacist are one) are key to the success of this legislation. Scotland'. The strategy highlights that the majority of healthcare is delivered within the primary care setting (25 million face to face consultations with GPs each year). The strategy highlights the need for pharmacy contractors to "work in close association with community care for the benefit of the whole population".

As a public facing service, which offers exceptional patient access to clinical care, advice, medicines and on-going support, available on a ‘walk-in' basis, it is anticipated that Community Pharmacy will become the default for patients seeking care and self-care advice.

The strategy recognises the need for services which can support people in the community and also be responsive to their discharge from hospital. The examples below illustrate some of the ways in which this can be attained.

1.2.1 Patient presenting in community pharmacy

Explicit patient consent must be obtained if it is required for various scenarios. Consent must be obtained during the consultation each time it is felt beneficial/necessary to access care portal.

The community pharmacist is not permitted to access the system in relation to patient queries regarding test results or other matters which are not related to the care they provide. If the patient is expecting e.g. test results or information from a hospital clinic, the pharmacist must refer the patient back to the GP practice or the hospital.

A non-exhaustive list would include:

- patient requiring access to medication through the Pharmacy First Service where pharmacy access to test results e.g. renal function, is required enabling the most appropriate medication to be supplied.
- patient consulting with a community pharmacist Independent Prescriber where the pharmacist would benefit from accessing test results, or ECS if the patient is not a regular to the pharmacy. Information on a discharge may also be useful depending on the circumstances.
- requiring access to test results to check the safe prescribing of high risk medication e.g. lithium, methotrexate.
- requiring access to patient discharge as the patient has left hospital without medication or has an incomplete supply of medication when he/she returns home - covered by the unscheduled care PGD in community pharmacy.
- requiring access to patient discharge to confirm medication changes where patient queries arise.

- requiring access to patient discharge information where clarity is required on reason for new medication, to give advice on, or to confirm why medication has been stopped

1.2.2. Patient being discharged from hospital

In this scenario, patient consent for community pharmacy access to Care Portal is obtained from the patient at the hospital side.

- Consent obtained in hospital must be shared with community pharmacy using the same agreed process.
- Hospital to call pharmacy informing them of patient consent and available discharge document if approved by key stakeholders with follow-up email.

A non-exhaustive list of Care Portal access examples would include:

- where patient is on a compliance device, to ensure there are no changes on discharge. Where changes are required, to ensure that new prescriptions are obtained from the GP, relevant paperwork in the pharmacy updated and pharmacy medication list up to date.
- A follow-up script will be required on those occasions.

1.3 ISA Management and Change

Indicate how the data controllers and processors will decide upon changes in the purpose(s) of the information sharing.	Jointly or Independently?
	Jointly

The NHS Highland Pharmacy Leadership team, in conjunction with Community Pharmacy Highland, Area Pharmaceutical Committee and NHS Highland Information Governance and Cyber Assurance will manage all aspects of this information sharing agreement.

Any proposed changes will be evaluated with input from NHS Highland Information Governance and Cyber Assurance and with engagement from all stakeholders. Agreement to any change will be required so that all governance requirements can be fulfilled, whilst maintaining equity of service across the NHS Highland Board area.

1.4 Legal basis for the processing and constraints

Without detriment of any other legal basis that may be applicable (e.g. criminal investigation, etc.) the following are the core legal basis for each of the parties to process the data in this agreement:

1.4.1 Data Protection Principles

The Community Pharmacy Contractor has entered this Agreement to assist them with processing personal data in accordance with the data processing principles. Those principles are, in summary:

Personal data shall be:

a) processed lawfully, fairly and in a transparent manner

b) collected for specified, explicit and legitimate purposes

c) adequate, relevant and limited to what is necessary

d) accurate and, where necessary, kept up to date

e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.

f) processed in a manner that ensures appropriate security of the personal data.

Accountability is central to General Data Protection Regulation: The controller and processor are responsible for compliance with the principles and must be able to demonstrate this to data subjects and the regulator.

1.4.2 Constraints to Processing

As well as having to adhere to Data Protection principles, NHS Highland also needs to take into consideration Caldicott Principles and the common law duty of confidentiality which can constrain what information can be shared and with whom.

1.4.3 Caldicott Principles

The Parties acknowledge that the Caldicott Principles must be applied to the processing of personal data to ensure that the information is only shared for justified purposes.

Principle 1 - Justify the purpose(s) for using confidential information.

Principle 2 - Only use it when absolutely necessary.

Principle 3 - Use the minimum that is required.

Principle 4 - Access should be on a strict need-to-know basis.

Principle 5 - Everyone must understand his or her responsibilities.

Principle 6 - Understand and comply with the law.

Principle 7 - The duty to share information can be as important as the duty to protect patient confidentiality.

1.4.4. Common Law Duty of Confidentiality

The Parties also acknowledge that they owe a duty of confidentiality to all individuals.

It is generally accepted that the common law allows disclosure of confidential information if:

a) the patient consents

b) it is required by law, or in response to a court order

c) it is justified in the public interest.

The common law cannot be considered in isolation. Even if a disclosure of confidential information is permitted under the common law, the disclosure must still satisfy the requirements of GDPR/Data Protection Act 2018.

Legal Basis	Party
6(1)(a) — Consent of the data subject. GDPR 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.	Individual patients NHS Highland The Community Pharmacy Contractor The Community Pharmacist.
9(2)(a) — Explicit consent of the data subject GDPR 9(2)(h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services...	Individual patients NHS Highland The Community Pharmacy Contractor The Community Pharmacist

2. Description of the information to be shared

Data category	Data Controller(s)	PD*
Data items and categories will be listed in the Data Protection Impact Assessment (section 3) for consistency.	NHS Highland	✓

(*) PD — refers to Personal Data in the sense given within the EU General Data Protection Regulation (GDPR) and the Data Protection (UK, 2018) Act.

Categories of individuals	Categories of personal data	Sources of personal data — extracted from
*Patients**	*Name*	*SCI-Store*
	Age	*SCI-Store*
	Postal Address	*SCI-Store*
	Postcode	*SCI-Store*
	Date of Birth	*SCI-Store*
	CHI	*SCI-Store*
	Gender	*SCI-Store*
	GP/medical facility	*SCI-Store*
	Board/Local authority area	*SCI-Store*
	Home or mobile number	*TRAK*
	Direct work number (if available)	*TRAK*
	Immediate Discharge Letters (IDLs)	*SCI-Store*
	Out-patient communications	*TRAK*
	Lab Test results	*SCI-Store*

Categories of individuals	Categories of personal data	Sources of personal data — extracted from
	Current admission information	*TRAK*
	Future admission or appointment information	*TRAK*
	Last out of hours contact information	*TRAK*
	Historic admission and appointment information	*TRAK*
	Emergency Care Summary allergies list	*Emergency Care Summary*
	Emergency Care Summary current acute prescriptions list (last 30 days)	*Emergency Care Summary*
	Emergency Care Summary current repeat or serial prescription list	*Emergency Care Summary*
	Emergency Care Summary Key Information Summary (KIS)	*Emergency Care Summary*
	Emergency Care Summary Palliative Care Summary (PCS)	*Emergency Care Summary*
	Care portal users accessing the patient record	*Care portal audit*

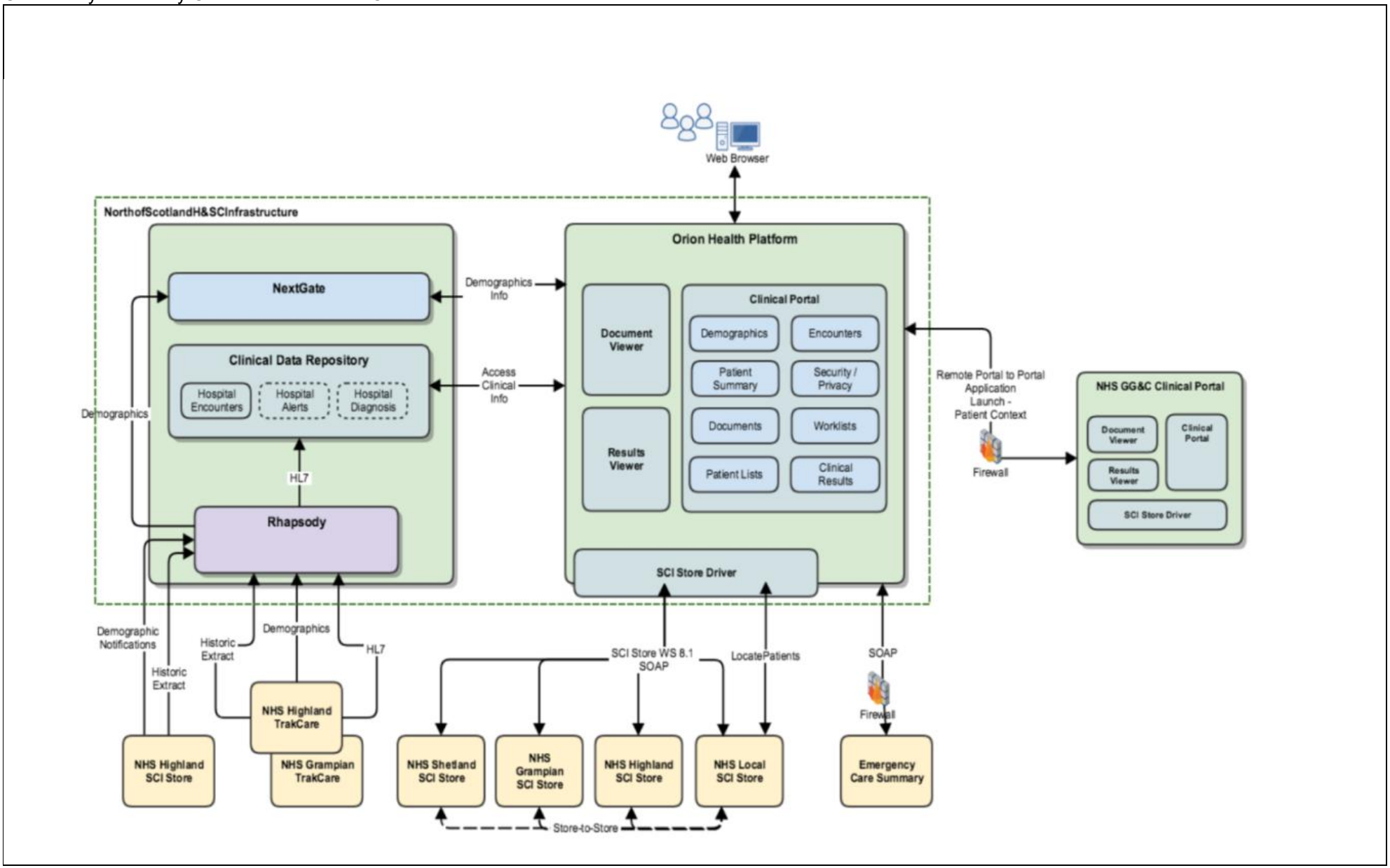
3 Description and manner of information sharing

3.1 Data flows

The key data flow in Care Portal i.e. the extraction of information from source systems to the point of display, is controlled and managed by NHS Highland. NHS Highland is also responsible for the access rights, maintenance and back-up of the individual source systems.

Data flow in community pharmacy enables patient look up functionality and subsequent visibility of selected data. Explicit consent must be obtained from the patient prior to opening a care portal record.

Fig. 1 below shows the community pharmacy to NHS Highland Care Portal data flow in a diagram format. The diagram illustrates there is no direct link between a community pharmacy and any source system; all data access is generated via Care Portal and the portal patient record.


Web Browser
NorthofScotlandH&SCInfrastructure
NextGate
Clinical Data Repository
Hospital Encounters
Hospital Alerts
Hospital Diagnosis
Rhapsody
Demographics
HL7
Demographics Info
Access Clinical Info
Orion Health Platform
Document Viewer
Results Viewer
Clinical Portal
Demographics
Encounters
Patient Summary
Security / Privacy
Documents
Worklists
Patient Lists
Clinical Results
SCI Store Driver
Remote Portal to Portal Application Launch - Patient Context
Firewall
NHS GG&C Clinical Portal
Document Viewer
Clinical Portal
Results Viewer
SCI Store Driver
Demographic Notifications
Historic Extract
Historic Extract
Demographics
HL7
NHS Highland TrakCare
NHS Highland SCI Store
NHS Grampian TrakCare
SCI Store WS 8.1 SOAP
LocatePatients
SOAP
Firewall
NHS Shetland SCI Store
NHS Grampian SCI Store
NHS Highland SCI Store
NHS Local SCI Store
Emergency Care Summary
Store-to-Store

3.2 How data/information is to be accessed, processed and used

The data to be processed is described in the Data Protection Impact Assessment for this agreement — section 5.

Processing (descriptor)	Associated work instructions, policy or procedure (listed in Appendix 1) If applicable
Logging in • NHSH Network logon (NHS Highland) authenticated log in. • NHS Highland Network username and password should never be shared.	
Requesting consent • Determine purpose of access prior to record request. • Highlight Care Portal Patient Notice on display and discuss NHS Highland Data Protection Notice. • Make available if necessary. • Obtain verbal consent to access record prior to beginning process. Explain purpose of access.	Care Portal Patient Notice NHS Highland Data Privacy Notice
Viewing read-only data • Only access minimum data set required for purpose. • Only display information on-screen for as long as required to fulfil the purpose. • If appropriate, move to an alternative PC. • Do not access Care Portal for any queries in relation to test results or other matters which are not related to the care you provide to the patient. • Do not disclose information to the patient unless deemed essential and part of the care being provided.	
Logging out • Log out of Care Portal at the end of every session. • Close Care Portal immediately after each use.	

Much of the descriptor above is summarised in the

NHS Highland Community Pharmacy Care Portal Check List.

3.3 Summary of how decisions are going to be made with regards to the manner of the processing.

3.3.1 Purpose of Care Portal access.

- A clear purpose to system access will ensure only the minimum dataset is being viewed. A clear purpose will also support a transparent patient request for access.

3.3.2 Data will be available on-screen.

- In a busy dispensary, a number of staff members can view PC screens. Display accessed information on-screen only for as long as required.

- If appropriate, make use of alternative PCs in a quiet area e.g. consultation room.
- The information contained within Care Portal should be shared with the patient by the appropriate, responsible clinician.

- Log out of Care Portal and close down application after every access.
- Care Portal has a 30 minute timeout, this must not be relied on as a method of system closure.

4 Impact assessments and preparatory work

NHS Highland Pharmacy Leadership team has developed a Data Protection Impact Assessment (DPIA) which supports this Information Sharing Agreement.

Mandatory statement:

The parties acknowledge that any actions and countermeasures agreed as part of the Data Protection Impact Assessment reviews must be implemented by the responsible party. Deadlines and follow up to progress on those actions will be established as part of the DPIA review process.

5 Privacy information (transparency requirement)

A Care Portal patient notice is available at the following link:

NHS Highland Care Portal Patient Notice

The above patient notice should be printed and displayed within the pharmacy. Attention should be drawn to it when discussing access to Care Portal and consent with a patient.

The NHS Highland Data Protection Notice can be viewed via the following link: NHS Highland Data Protection Notice.

The above NHS Highland Data Protection Notice can be made available to any patient approached regarding access to their data held in Care Portal.

6 Accuracy of the information

All parties are responsible for ensuring information, including personal data, is complete, accurate, relevant, accessible and timely.

The parties will ensure all staff using information shared by another party understand the limitations of such extracts and take all reasonable steps to confirm the accuracy of the information. This will involve confirming the accuracy of the information with the patient where possible. The Community Pharmacy has access to electronic systems which can be used to verify patient information (demographics).

It is the responsibility of all parties to ensure that their staff know how to respond to the identification of an actual or possible inaccuracy in information. Detailed information, in the form of a training presentation, is provided to each contractor regards the clinical use of data from Care Portal particularly in relation to potential areas of inaccuracy.

It is the responsibility of the party identifying the inaccuracy to ensure that the controller of the record from which the information originated is informed about the inaccuracy.

- Where demographic inaccuracies are noted, the patient should be advised to inform their GP Practice whose staff will update national CHI.
- Where potential medication inaccuracies are found, the pharmacy should contact the relevant party e.g. GP practice/hospital to discuss. Feedback should be provided to the patient via the pharmacy or practice/hospital, depending on which is most appropriate.

7 Data retention and secure disposal

Care Portal is a read-only application. Personal data cannot be updated or written-back elsewhere. Data held on Care Portal must not be saved to any community pharmacy PC, laptop or mobile storage device.

8 The rights of individuals.

Details of individual's rights are available in Section 7 of the Data Protection Impact Assessment.

Direct marketing does not form any part of this agreement. Community Pharmacies will not use any of the data contained within Care Portal to offer products or services (including those services offered on behalf of NHS Scotland). Direct marketing will be handled separately and follow Community Pharmacy arrangements which they have in place locally.

No automated decisions are part of this Data Protection Impact Assessment and Information Sharing Agreement.

9 Security, risk and impact of the processing

[✓] All relevant Security Policies applicable to the parties and systems used in this proposal are available and listed in Appendix 1.

[✓] A qualified Information Security Officer has reviewed the adequacy of the attached Security Policies and has advised on the technical and organisational security risk level.

[✓] A suitable process to document and monitor the security risk described in the Information Security and Governance Policies is listed in Appendix 1.

[✓] A Data Protection Impact assessment has been produced and is available as listed in Appendix 1.

[✓] A competent, independent and free of conflicts of interests Data Protection Officer has been designated to inform the Data Controllers on the adequacy of this agreement and the corresponding compliance and any residual risks documented in the Data Protection Impact Assessment.

The security measures put in place across the parties ensure that:

[✓] only authorised individuals can access data.

[✓] authorised individuals act only within the scope of their authority.

The security controls applicable by each organization will be:	✓	Jointly agreed between the parties
		Independently decided by each party

9.1 Agreed standards, codes of conduct and certifications

Only Independent Prescribing Pharmacists with an active General Pharmaceutical Council registration will be given access to NHS Highland Care Portal. Registered pharmacists and are bound by their own profession standards and codes of conduct.

Widening access to Care Portal for non-prescribing pharmacist, relief and locum pharmacists working within the NHS Highland area will be considered in a future implementation phase.

It is mandatory and the responsibility of the Community Pharmacists, with access to Care Portal, to inform NHS Highland if they move work base within NHS Highland or out with the Board area. The GPhC may be notified where inappropriate access to Care Portal has been found or where a pharmacist fails to notify the Board to arrange for access to be withdrawn before departure from the area.

A link to the General Pharmaceutical Council — Standards for pharmacy professionals is available in Appendix 1: List of work instructions, policies and procedures.

Breaches of security, confidentiality and other violations of this ISA must be reported in line with each partner organisations incident reporting procedures, as appropriate.

10 International transfers of personal data

Personal data shared in line with this agreement will be transferred to:

	EEA countries only
	Outwith EEA
√	Will not be transferred outside the UK

11 Implementation of the information sharing agreement

11.1 Dates when information sharing commences: 02 September 2025

Prior to the technical activation of Care Portal access, identified pharmacists must read, agree to and sign this Information Sharing Agreement (ISA). The associated Data Protection Notice must also be read in full.

11.2 Training and communications

Completion of Care Portal training on TURAS is also mandatory prior to the technical activation of Care Portal access.

- Community Pharmacy Care Portal Training Video
- Safe Information Handling

The implementation will be phased. Care Portal account requests and activation will not be initiated for any individual until mandatory training has been completed and ISA signed.

Any issues or risks requiring escalation will be discussed with eHealth Team and Clinical Governance. Where appropriate, communications on the overall project will be disseminated to Community Pharmacies by mailing or Community Pharmacy Weekly Mailing.

11.3 Information sharing instructions and security controls

All relevant information sharing instructions, including but not exclusively any work instructions, policies or procedures, are listed in Appendix 1 and accepted by all parties.

There should be an audit system in place that allows inappropriate access to be detected and investigated in a systematic and non-discriminatory way.

11.4 Non-routine information sharing and exceptional circumstances

All information sharing must fall within the scope of the GDPR legislation and have an identified legal basis prior to proceeding. Each situation will be considered in its own merit and require subject expert guidance.

There may be occasions when information will be shared for reasons of substantial public interests in the area of public interest. Sharing information in such circumstances will be carried out with a duty of confidentiality and within the rule of law.

11.5 Monitoring, review and continuous improvement

11.5.1 Reporting of Date Breaches

Each organisation will promptly notify NHS Highland of any security breaches or significant security risks, affecting sharing information within 48 hours of being made aware of the breach. Where the breach is considered significant the Information Commissioner's Office will also be notified by the Data Controller within the 72 hours timeframe.

If the breach is likely to result in a high risk of adversely affecting individuals' rights and freedoms, the Data Controller(s) must also inform those individuals without undue delay.

Any breach of patient confidentiality may result in disciplinary procedures being instigated.

11.5.2 Review

This Information Sharing Agreement will be reviewed annually if it has not been updated or modified in the previous 24 months. It will be seen as a living document and will incorporate change following feedback and recommendations from contractors which will be reviewed, agreed and incorporated into subsequent versions.

Any data breaches within any community pharmacy contractor in the NHS Highland area will trigger a review of the Information Sharing Agreement to consider learning points and ensure the agreement affords maximum protection to patient data.

Identified aspects of `best practice' will be communicated to all Community Pharmacies as part of update mailings. If they are identified as key requirements for the continuation of Community Pharmacy access to Care Portal, the Pharmacy Services Office team will give Community Pharmacies a deadline to complete any updates/changes and collate responses on completion.

11.5.3 Complaints

Each partner organisation has a formal procedure by which patients can direct their complaints regarding the application or this ISA.

Any concerns or complaints received from patients relating to the processing or sharing of their personal information will be dealt with promptly and in accordance with the internal complaints procedures of organisations.

12 Sign-off: Contractor

"We the undersigned agree to the details recorded in this Information Sharing Agreement; are satisfied that our representatives have carried out the preparatory work set out in the Community Pharmacy Care Portal Checklist and are committed to the ongoing monitoring and review of the scope, purpose and manner of the information sharing."

Name of the Party		**Highland NHS Board**
Authorised signatory	Title and name	Jennifer Davies
	Role	Caldicott Guardian
Signature and Date		
Data Protection Officer		Donald Peterkin
Senior Information Risk Owner		David Park

Name of the Party		**[Insert Community Pharmacy Contractor Name]**
Authorised signatory	Title and name	
	Role	
Signature and date		
Data Protection Officer		
Senior Information Risk Owner		

This ISA must be signed by the authorised signatory on behalf of the Pharmacy Contractor.

13 Sign-off:

13.1 Pharmacist working in NHS Highland Community Pharmacies.

"I the undersigned, agree to the details recorded in this Information Sharing Agreement; I am satisfied that I have carried out the preparatory work set out in the Information Sharing Tool-kit for Scotland and am committed to the ongoing monitoring and review of the scope, purpose and manner of the information sharing."

"I the undersigned, agree to inform NHS Highland if I move work base within NHS Highland or out with the Board area. The GPhC may be notified where there has been inappropriate access to Care Portal or where I fail to notify the Board to arrange for access to be withdrawn before departure from the area.

Name of the Party		**Highland NHS Board**
Authorised signatory	Title and name	Jennifer Davies
	Role	Caldicott
Signature and Date		
Data Protection Officer		Donald Peterkin
Senior Information Risk Owner		David Park

Name of the Party **[Insert Community Pharmacist Name]**	
Role	
Signature	
Date	

Forms for both pharmacy and individual pharmacists must be returned to nhsh.cpsoffice@nhs.scot

13.2 Community Pharmacy Services

Completed sign-off forms will be collated and held with NHS Highland Information Governance.

Sign-off forms relating to approved pharmacists leaving NHS Highland, will remain in the existing Information Governance document but will be notated to indicate change in status.

New pharmacists working in Care Portal approved NHS Highland community pharmacies will complete the full implementation process. New sign-off forms will be submitted to the Community Pharmacy Services Office prior to Information Governance.

Appendix 1: List of Work instructions, policies and procedures

Work instructions title	Organisation	Where to find this document (e.g. hyperlink)
DPIA	NHS Highland	Available via NHS Highland Data Protection Officer, Reference 2373.
Information Governance Policy	NHS Highland	NHSH IG Policy
Professional standards for Pharmacy Professionals and Pharmacies	General Pharmaceutical Council	GPhC Standards
Caldicott Principles	Department of Health	Caldicott Principles
NHS Highland Data Privacy Notice	NHS Highland	Data Protection Notice
Community Pharmacy Scotland GDPR workbook	Community Pharmacy Scotland	CPS GDPR
NHS Highland Policy on Access to Network and Systems	NHS Highland	Use of Email and Network Services
NHS Highland System Access Policy	NHS Highland	System Access Policy
General Pharmaceutical Council 2018	General Pharmaceutical Council	In Practice: Guidance on Confidentiality
NHS Scotland Code of Practice (03/2012)	NHS Scotland	Protecting Patient Confidentiality — NHSScotland Code of Practice
NHS Scotland — Looking after information: Staff awareness (19/12/2011)	NHS Scotland	Looking after Information: Staff Awareness

Work instructions title	Organisation	Where to find this document (e.g. hyperlink)
NHS Highland Community Pharmacy Care Portal Checklist	NHS Highland	Community Pharmacy Check List
NHS Highland Care Portal Patient Notice	NHS Highland	Patient Notice
NHS Highland Care Portal Contractor Change Process	NHS Highland	AR1 - access request form for Joiners/Movers/Leavers
NHS Highland Pharmacy Care Portal Security Risk Management	NHS Highland	Available via: Information Governance & IT Security Manager NHS Highland eHealth Department

The above table should list all:

- Instructions for reaching agreement on any changes to the purpose of the sharing.
- All applicable and relevant Information Governance and Security Policies.
- All Data Protection Impact assessments

Appendix 2: Data items and adequacy

Data Item	Source	Recipients	Data minimisation justification	For data linkage only
Patient Details	SCI Store	Approved community pharmacy		
Patient Practice	SCI Store	As above		
Discharge documents	NHS Highland Clinical Document Store	As above		
Out-patient communications	NHS Highland Clinical Document Store	As above		
Lab Test results	SCI-Store	As above		
Admission and appointments	TRAK	As above		
Last OOH contract	TRAK	As above		
Medication allergies	Emergency Care Summary (added by GP) and visible in Problems tab (added by Clinician in Secondary care to Care Portal)	As above		
Current acute, repeat and serial prescriptions	Emergency Care Summary	As above		
Key Information Summary	Emergency Care Summary	As above		
Palliative Care Summary	Emergency Care Summary	As above		

The above table should contain:

The list of all relevant data items/fields which it has been agreed can be shared under this ISA, indicating the source and the recipients, and any relevant supporting statement for information that may raise questions on data minimisation.