



Gwasanaeth Cefnogi
Swyddog Diogelu Data
**Data Protection Officer
Support Service**

IGDC • DHCW

Enhanced Information Governance, Data Protection Officer for Optometry Support Service Schedule

This document outlines the Digital Health and Care Wales (DHCW) IG DPO Support Service for Optometry Practices

This Schedule is for:
DHCW Information Governance (Service Owner)
Optometry Wales
Optometry Practices

Version: 1.1
Status: Final

Owner: Darren Lloyd
Authors: Francesca Harries

Date: 5th November 2025
Next Review Date: 1 year after sign-off
DHCW IG Team
Tŷ Glan-yr-Afon,
21 Cowbridge Road East,
Cardiff
CF11 9AD

Table of Contents

1.0	Document History	3
1.1	Revision History	3
1.2	Reviewers.....	3
1.3	Authorisation.....	3
2.0	Glossary of Terms	4
3.0	Background.....	5
3.1	General Data Protection Regulation	5
3.2	Data Protection Officer	5
3.3	Qualities and Tasks of the DPO	6
3.4	Information Governance	7
4.0	Service.....	7
4.1	Purpose of this Service Schedule	7
4.2	Service Model.....	8
4.3	Key Business Functions.....	8
4.4	Standard Service Functions	8
4.5	Optional Service Features	9
4.6	Overview of Support Model.....	10
5.0	Operating Model	11
5.1	Term of Agreement	11
5.2	Subscription to the Service	11
5.3	Service Availability.....	11
5.4	Service Charge	11
5.5	Fee Amendments.....	12
5.6	Optometry Contract Requirements	12
5.7	Service Limitations.....	12
5.8	Exit Strategy	12
5.9	Service Dependencies (Business Impact Analysis).....	13
5.10	Service Category	13
6.0	Service Governance	13
6.1	Service Management Board	13
6.2	Change Management	13
6.3	Liabilities	14
6.4	DPO Declarations of Interest	14
6.5	Confidentiality and Use of Information.....	14
6.6	Complaints.....	14
6.7	Review of the Service Schedule.....	14
	Appendix A: (Functions mapped against the support model in Section 4.7)	15
	Appendix B: DHCW Service Support Arrangements.....	20



Appendix C: 22
Appendix D: 23



1.0 Document History

1.1 Revision History

Date	Version	Author	Revision Summary
19/09/2025	0.1	Francesca Harries	Initial Draft
21/10/2025	0.2	Francesca Harries	Updates to Section 5.4 Service Charge and Appendices C & D.
22/10/2025	V1.0	Francesca Harries	Final Version following approval
05/11/2025	V1.1	Francesca Harries	Amendments to fee structure and exit strategy following feedback from Optometry Wales.


1.2 Reviewers

This document requires the following reviews:

Date	Version	Name	Position
09/10/2025	0.1	Cora Suckley	Information Governance Service Manager, DHCW
22/10/2025	0.2	Darren Lloyd	Associate Director of Information Governance and Patient Safety, DHCW
31/10/2025	0.2	Judy Mirsa	Optometry Wales

1.3 Authorisation

Signing of this document indicates acceptance of its contents.

Approver's Name:	Darren Lloyd
Role:	Associate Director for Information Governance & Patient Safety
Signature:	



2.0 Glossary of Terms

Acronym	Meaning
Controller	Data Controller - a person, company, or other body that determines the purpose and means of personal data processing (this can be determined alone, or jointly with another person/company/body)
DHCW	Digital Health and Care Wales
DPA	Data Protection Act 2018 http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted
DPIA	Data Protection Impact Assessment – a privacy related assessment whose objective is to identify and analyse how data privacy might be affected by certain actions or activities
DPO	Data Protection Officer – responsible for overseeing data protection strategy and implementation to ensure compliance with UKGDPR requirements
UKGDPR	UK General Data Protection Regulation General data protection regulation - Keeling schedule (uk-gdpr.org)
ICO	Information Commissioner's Office https://ico.org.uk/
IG	Information Governance – the legal framework governing the use of personal information
NIIAS	National Intelligent Integrated Audit Solution - is used to report on potentially inappropriate access to patient records, and pass these notifications to a designate for follow up
NWSSP	NHS Wales Shared Services Partnership
PCS	Primary Care Services, DHCW
Personal data/ information	Information which relates to an individual, including their image or voice, which enables them to be uniquely identified from that information on its own or from that and/or other information available to that organisation.
Processor	Data Processor - any person; other than an employee, who processes data on behalf of a data controller. They have legal liability if they are responsible for a breach of data. UKGDPR places specific obligations on the Processor
Service	Information Governance, Data Protection Officer Support Service
SMB	Service Management Board – responsible for the strategic decisions and operations for the service
Special category data/ information	Data consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.



	Previously referred to as 'sensitive information' under DPA 1998 but with the addition of those highlighted in bold.
WASPI	Wales Accord on the Sharing of Personal Information http://www.waspi.org/home

3.0 Background

3.1 General Data Protection Regulation

The Data Protection Act 2018 (DPA) and UK General Data Protection Regulation (UKGDPR) form the data protection regime in the UK.

UKGDPR applies to 'controllers' and 'processors' of personal and special categories (sensitive) information which relates to an identified or identifiable individual.

UKGDPR sets out seven key principles that should lie at the heart of the organisation's approach to processing personal information. The principle of accountability is key in demonstrating compliance with the regulation.

There are two key elements to the accountability principle; firstly, it makes it clear that the organisation is responsible for complying with the UKGDPR, meaning the organisation needs to be proactive and organised about their approach to data protection. Secondly, organisations must be able to demonstrate their compliance; therefore, they must be able to evidence the steps they take to meet their obligations and protect people's rights.

There are a number of measures that organisations can, and in some cases must, take including:

- adopting and implementing data protection policies – [Article 24\(2\) and Recital 78](#);
- taking a 'data protection by design' approach – [Article 25 and Recital 78](#);
- putting written contracts in place with organisations that process personal data on their behalf – [Article 28 and Recital 81](#);
- maintaining documentation of their processing activities – [Articles 7\(1\), 30 and 33\(5\) and Recitals 42 and 82](#);
- implementing appropriate security measures – [Articles 5\(f\) and 32 and Recitals 39 and 83](#);
- recording and, where necessary, reporting personal data breaches – [Articles 33-34 and Recitals 85-88](#);
- carrying out data protection impact assessments for uses of personal data that are likely to result in high risk to individuals' interests – [Articles 35-36 and Recitals 84 and 89-95](#);
- **appointing a data protection officer** – [Articles 37-39 and Recital 97](#); and;
- adhering to relevant codes of conduct and signing up to certification schemes – [Articles 40-43 and Recitals 98-100](#).

3.2 Data Protection Officer

UKGDPR introduces a duty for Optometry Practices, as a public authority, to appoint a Data Protection Officer (DPO), see [Article 39](#).

The DPOs purpose is to provide the organisation independent risk-based advice to support its decision-making in the appropriateness of processing personal and special categories of data within the Principles and Data Subject Rights laid down in the Regulation.

The DPO role is to 'inform and advise' and not 'to do', they are a trusted advisor whom the Practice should actively seek their advice from. The DPO can help the organisation operate within the law by



advising and helping to monitor and demonstrate compliance. They play a key role in the organisation's data protection governance structure and help to improve and facilitate 'accountability'. The organisation must appoint a DPO whose job description is compliant with UKGDPR requirements and in particular must ensure that:

- the DPO directly reports to the highest management level of the organisation – *this does not necessarily imply line management at this level, but direct and unimpeded access to the senior management team;*
- the DPO is provided with adequate resources: financial and human resources, and is supported in maintaining his or her expertise;
- the DPO has proven '*expert knowledge of data protection law and practices*', the ability to perform the tasks specified in the UKGDPR, and sufficient understanding of the organisation's business and processing;
- information governance and related policies address:
 - Organisational accountability;
 - DPO reporting arrangements;
 - timely involvement of the DPO in all data protection issues;
 - compliance assurance: privacy by design and default;
 - advising on where data protection impact assessments are required;
 - the DPO's role in incident management;
- the DPO does not receive any instruction regarding the exercise of his or her tasks, and is protected from disciplinary action, dismissal or other penalties;
- where the DPO performs another role or roles, that their responsibilities are not influenced in any way and that there is no conflict of interest;
- the contact details of the DPO are published in the organisation's privacy information for data subjects and are communicated to the ICO.

It is important to consider the Working Party 29 Guidelines that state:

*'[t]he DPO **cannot** hold a position within the organisation that leads him or her to **determine the purposes and the means of the processing** of personal data. Due to the specific Organisational structure in each organisation, this has to be considered case by case'*

and further:

*'As a rule of thumb, conflicting positions may include senior management positions (such as chief executive, chief operating, chief financial, chief medical officer, head of marketing department, head of Human Resources or head of IT departments) but also other roles lower down in the Organisational structure if such positions or roles lead to the **determination of purposes and means of processing**'.*

DPOs may be shared by multiple organisations that are 'public authorities' taking into account organisational structure and size and may be either a member of staff or may fulfil the tasks on the basis of a service contract, provided there is no conflict of interest. A DPO team with a nominated contact for each organisation is an acceptable approach.

3.3 Qualities and Tasks of the DPO

The DPO shall be designated on the basis of professional qualities and, in particular:

- expertise in data protection legislation and practices and an in depth understanding of the UKGDPR;



- sufficient understanding of the processing operations carried out, as well as the information systems and data security and data protection needs of the organisation;
- demonstrable ability to fulfil his or her tasks.

The principal tasks of the DPO from the UKGDPR are to:

- provide advice to the organisation and its employees on compliance obligations;
- advise on when data protection impact assessments are required and to monitor their performance;
- monitor compliance with the UKGDPR and Organisational policies, including staff awareness and provisions for training;
- co-operate with, and be the first point of contact for the Information Commissioner;
- be the first point of contact within the organisation(s) for all data protection matters;
- be available to be contacted directly by data subjects; subject to limitations detailed in Section 5.7. The contact details of the Data Protection Officer will be published in the organisation's privacy notice;
- take into account information risk when performing the above.

3.4 Information Governance

Information Governance (IG) is the way in which an organisation handles all of its information, in particular the personal and sensitive information relating to patients and employees. It comprises of a set of multi-disciplinary structures, policies, procedures, processes and controls implemented to manage information and supports the organisations immediate and future regulatory, legal, risk, environmental and operational requirements.

Patients entrust their personal information to medical professionals and healthcare organisations, creating distinct requirements for confidentiality, privacy, and security.

4.0 Service

4.1 Purpose of this Service Schedule

This schedule defines the mechanisms to support Optometry Practices across Wales discharging their Data Protection Officer duties and deploying their Information Governance responsibilities in-line with legislation and national standards.

It ensures that there is clear responsibility for the service provision, defines the operational processes and supports a managed deployment. For the purpose of this document, the Enhanced Information Governance, Data Protection Officer for Optometry Practices Support Service will be referred to as "the Service".

In summary, this schedule provides the following:

- Definition of the service;
- Description of the support model;
- Identification of groups and roles involved in the support service;
- Identification of delivery requirements;
- Overview of support processes;



- Overview of roles and responsibilities of the IG DPO Support Team.

IG is about setting a high standard for the handling of information; therefore, the intention is to provide Optometry Practices with the tools to achieve those standards and ultimately for them to demonstrate that they can be trusted and are consistent in the way they handle both personal and corporate information.

4.2 Service Model

The Service model aims to establish an approach to support Optometry Practices; providing a consistent level of advice, training and support to subscribed Optometry Practices across Wales around the UK General Data Protection Regulation 2016 and Data Protection Act 2018.

The Service is funded by a levy fee (See Section 5.4) from each subscribed Optometry Practice which provides access to full DPO support and a comprehensive enhanced IG support service.

Optometry Practices not subscribing to the service are required to obtain their own support either internally from their own Data Protection Officer or by accessing an alternative service.

Limited support for Optometry Practices is provided within the provision of the Welsh IG Toolkit and is limited to basic guidance and training support in relation to Welsh IG Toolkit platform functionality and use.

The functions of each available service are outlined in Appendix A.

4.3 Key Business Functions

The Service will include a number of activities that centralise around an all Wales support model that will cover the following functions:

- **Provide** a dedicated contact for requesting consistent and timely advice on data protection legislation, national standards and guidance;
- **Establish** a programme for UKGDPR and DPA compliance, including gap analysis, review legal basis and processing activities ensuring technical and organisational controls are in place;
- **Measurement** of IG compliance against National IG Standards and various legislation via the Welsh IG Toolkit;
- **Development** and maintenance of comprehensive online knowledge base resources;
- **Raise** awareness with the highest level of management within each Optometry Practice;
- **Education** on current best practice, standards, and evolving legislation through development of various online resources;
- **Review** third party contracts and agreements to reflect data protection obligations placed on data processors;
- **Informing** on all IG issues and good practice from ICO, and other governing bodies;
- **Integration** of services and Information Sharing;
- **Support** forums for change management, legislative knowledge and guidance, updates and improvement.

4.4 Standard Service Functions

The Service will offer a variety of functions. These will include, but are not limited to:



Dedicated Communications – providing up to date and relevant topical information dedicated to our subscribers via a variety of methods, including secure subscribers only webpage containing a range of resources, templates, and a monthly newsletter. Dedicated support service email address for submission of enquires with a guaranteed response time of 5 working days.

Welsh IG Toolkit – enables organisations to measure their IG compliance on an annual basis, against legislation and national standards. Completion of the Toolkit is a contractual requirement for all Optometry Practices providing NHS Services and all subscribers to the service will receive appropriate dedicated resources and guidance to help provide evidence of regulatory requirements and national standards.

The Service will facilitate the auditing and analysis of the IG Toolkit for subscribed Optometry Practices where requested, to support internal compliance.

Knowledge Base Resources – resources will be developed for adoption by Optometry Practices and work will continue to review, develop and maintain a further range of suitable documentation on current and emerging legislation, to support the compliance with legal and regulatory frameworks and the measures set out in the IG Toolkit.

These will be made available through the dedicated service website and will include, but are not limited to, national standards and best practice guidance, template All Wales policies, procedures, guidance, privacy notices etc. The established DPO Service monthly newsletter will promote regular updates on the latest developments in IG.

Training and Learning – will be made available to all staff via online resources through the dedicated service website, to assist them in understanding their responsibilities as Data Controllers. The Service will provide training targeted on specific areas of IG and data security compliance, through observations of output attainment from the IG Toolkit and from identified training needs.

Awareness raising for this work area, will be promoted by the Service in developing and adopting training resources making them available for all Optometry staff through various formats depending on training requirements and service availability.

Informing and Advising – will be provided to support Optometry Practices on their data protection obligations through direct communications and through the website. This will include, but not limited to, advising on the risks associated within the scope, context and purposes of processing operations, and providing guidance on the DPIA process and review of completed Data Protection Impact Assessments (DPIA), and acting as contact point for data subjects, see Section 5.7 for limitations, and the Information Commissioners Office, particularly around personal data breach reporting.

General advice and Ad-hoc requests for guidance and support will be received through the Service's call management system; 'ActionPoint'.

Information Sharing – advice will be available to Optometry Practices and supported with a range of good practice template documents developed in-line with the WASPI Framework. These will support and promote compliance when sharing as a singular entity or as a collaborative, for example, provide guidance in the development of DPIAs.

Section 4.6 provides an overview of the support model, which is reinforced in more detail within Appendix A.

4.5 Optional Service Features

The service can provide additional information governance work outside the scope of the service schedule. Organisations interested in receiving additional services should contact the Information Governance Service Manager to agree the scope of work or initiatives required and obtain a quotation. Work can be completed on a consultancy day rate or longer-term contract basis. This service is available to both subscribers and non-subscribers.



4.6 Overview of Support Model



5.0 Operating Model

5.1 Term of Agreement

The Service will become effective on the 1st November 2025, and fully operational by 1st January 2026. The Service will remain in force until such time as DHCW, the signatory or other representative of the Optometry Practice exercise their rights to exit the Service as defined within Section 5.8 of this schedule.

5.2 Subscription to the Service

In order to proceed with the formal take up of the service, Optometry Practices are required to complete two agreements:

- Agreement for the provision of IG DPO Support Service (Appendix C)
- Authorisation for DHCW Enhanced IG, DPO Support Service Levy (Appendix D)

Both agreements specify the detail required and where to send the completed authorisation.

Appendix C confirms that the Optometry Practice will subscribe based on the content of this schedule.

Appendix D confirms that the Optometry Practice authorise NHS Wales Shared Services Partnership (NWSSP) to take a quarterly payment to the prescribed value.

5.3 Service Availability

The enhanced IG DPO Service supported hours are 09:00 – 17:00 Monday – Thursday, 09:00 – 16:30 Friday (excluding Bank Holidays).

Breach Reporting queries will be subject to ICO and UKGDPR Mandatory requirements of 72 hours.

The preferred method of contacting the Service is via the call management system, 'ActionPoint' – DPOService@wales.nhs.uk.

Calls will be triaged and awarded a suitable priority for response. The standard time to reply to queries is a maximum of 5 working days, although we will endeavour to respond sooner.

For urgent DPO enquiries, a maximum next working day response will be provided.

5.4 Service Charge

The costing model will be a fixed fee, based on the number of Wales General Ophthalmic Services (WGOS) 1 claims paid per annum to the Optometry Practice or group of Practices as follows:

WGOS 1 claims paid per annum	Per annum charge	Per quarter charge
<1850 consultations	800	200
>1851 <5600 consultations	1100	275
>5601 <11200 consultations	1300	325
>11201 consultations	Specific fees on request	



The payment tier will be calculated utilising validated data provided by NWSSP and will be recalculated in April of each year, utilising data for the previous financial year. For example, in April 2026 the levy fee tier will be calculated utilising data of the WGOS 1 claims paid to the Optometry Practice (or group of practices) from April 2025 – March 2026.

Payments are due to be collected by NWSSP from the Optometry Practice and transferred directly to DHCW. This payment will be deducted from the amount NWSSP is due to pay the Optometry Practice in the applicable month. Payments are made in retrospect at the beginning of the following financial quarter. For example, payment for Q4 2025/26 Service will be deducted in April 2026.

DHCW will NOT be seeking to make any surplus monies or profit from this service. The above costing model tries to anticipate inevitable fluctuations in staff and other revenue costs. If a situation arises, where economies of scale suggest that savings can be made to the cost for the Optometry Practice, then DHCW will inform all stakeholders concerned and change the calculation within the levy framework.

5.5 Fee Amendments

If at any point additional functions and service features are required as part of the overall package, which impact on the Service cost, then the annual subscription may be increased. Amendments to the fee level will be agreed by the DPO Service Management Board.

DHCW will inform stakeholders of such increases in April of each year.

Optometry Practices can request additional services as outlined in section 4.6, for which individual additional charges will be made.

5.6 Optometry Contract Requirements

Each Optometry Practice will be required to provide details of a nominated contact within the organisation. The Service will maintain a register of contacts so that the Service is able to maintain a co-ordinated approach to enquiries and communications. Each Optometry Practice is required to inform the Service of any changes to the nominated contact.

5.7 Service Limitations

The service features described in Appendix A are not intended to replace or supplement day-to-day business responsibilities. For example, responding directly to public requests which are considered to come under 'individuals' rights' within UKGDPR.

The service will not replace any function that is already established with other services; unless agreed by all parties. For example, via the Health Boards, NWSSP or other recognised NHS Services. Appendix A details items currently excluded from the service.

The Service does not plan to define maximum time limitations in respect of support provided to any one subscribed Optometry Practice. Should the level of support provided to a particular Optometry Practice, appear to have a detrimental effect on the level of support the Service can provide to other Optometry Practices, then the Support Service may need to impose limitations on its service provision.

5.8 Exit Strategy

Optometry Practices will be required to provide DHCW with at least one calendar year notice for leaving the defined Service. Exceptional circumstances contrary to this include where notice has been given to permanently withdraw from the NHS list.

DHCW may revoke the Service if a loss of Optometry Practices is significant enough to impact the financial viability of the service. Should this scenario arise DHCW will provide one-year notice to the Optometry Practice of the Service closure.

Any information DHCW holds on behalf of an Optometry Practice once it terminates the agreement,



will be returned to the Optometry Practice or destroyed within a defined retention and destruction criteria.

5.9 Service Dependencies (Business Impact Analysis)

The IG DPO Service has dependencies on the following DHCW services:

- Finance (via DHCW & NWSSP)
- Information Governance Team
- IG PC and Toolkit Development Team
- Information Services
- Integration & Reference Data
- IT Service Management
- Primary Care Services
- Software Development
- Workforce and HR

See Appendix B – Table One for further details on the support responsibilities by these services.

5.10 Service Category

The Enhanced IG DPO Service, as described within this schedule, is categorised as standard.

In providing the Service, DHCW and its officers are acting as an independent contractor and not as an employee. This agreement does not create a partnership or joint venture and is exclusively a contract for services.

6.0 Service Governance

6.1 Service Management Board

The Board will be responsible for assessing the Service performance and overseeing suggested improvements and changes to the service. The Board will include representatives from the following areas:

- GPC Wales (2)
- CP Wales (1)
- Optometry Wales (1)
- Health Boards, Primary Care Services (2)
- Health Boards, Information Governance Leads (2)
- GP Cluster Network Leads (as required)
- Individual GMP representatives (as required)
- Individual CP representatives (as required)
- Individual Optometry representatives (as required)

6.2 Change Management

Responsibilities will be maintained within established meetings to consider changes to business processes:

- Welsh IG Toolkit Service Management Board (SMB);

- NIIAS Service Management Board (SMB);
- GPC Wales Chair and Local Committees;
- CP Wales Chair and Local Committees;
- Optometry Wales Board and Regional Optical Committees.

6.3 Liabilities

The Optometry Practice will remain responsible, in their role as Controller, for compliance with the data protection legislation, and accordingly will demonstrate such compliance, regardless of how much autonomy the DPO is granted.

Should the Optometry Practice decide not to follow the advice given by the DPO, they should document their reasons to help demonstrate their decision-making and accountability.

6.4 DPO Declarations of Interest

Where DHCW provides advice to multiple stakeholders then any interests on behalf of those Stakeholders/Controllers will be declared as early as possible.

6.5 Confidentiality and Use of Information

In order to provide the full benefits of the Service, there may be occasions where the Optometry Practice needs to provide the Service with information in order to resolve specific queries, or to represent the Optometry Practice within the formal role of the DPO. For example, personal information of patients and employees may be required and occasionally disclosed as part of the functions.

Data minimisation will be adopted in order to demonstrate compliance with the respective data protection legislation. However, the Service will record and process certain details in order to complete assigned tasks.

As defined within the UKGDPR, DHCW will operate as a Processor on behalf of Optometry Practices in their capacity as Controllers; or Joint Data Controllers.

The Service will treat any information obtained in the strictest confidence and will only use it within compliance of this schedule, data protection legislation and on permission of the Optometry Practice.

6.6 Complaints

If an Optometry Practice has any concerns or complaints in respect of the Service delivery defined within this Service Schedule, then this issue should be directed in the first instance to the Information Governance Service Manager.

If complaints have not been resolved and accepted within one calendar month, following communication of the defined issues, then the Optometry Practice may escalate this to the Associate Director of Information Governance & Patient Safety within DHCW.

If the issue remains unresolved and Optometry Practice wishes to terminate the Service arrangement, they will be required to inform Optometry Wales. In such circumstances, the Optometry Practice may not be required to comply with the notice period as defined within Section 5.8 of this schedule.

6.7 Review of the Service Schedule

This Service Schedule shall be reviewed on an annual basis. However, if changes in legislation or national standards arise, the DPO Support Service Management Board may consider updating the schedule earlier.



Appendix A: (Functions mapped against the support model in Section 4.7)

Enhanced IG DPO Service Functions Specific functions to Service subscribers	All Wales Standard Functions Existing DHCW support functions freely available	Excluded Functions Defines limitations of the Service
Inform and Advise - Individuals Rights		
<ul style="list-style-type: none"> • Provide advice and guidance to nominated Optometry leads on dealing with requests under 'Individuals Rights' as defined under the UKGDPR. • Liaise with Individuals regarding any concerns or complaints as appropriate • Support Optometry Practices with complex queries and communications. 	<ul style="list-style-type: none"> • Basic advice regarding 'Individuals Rights' provided through the IG Toolkit and via the IG Website 	<ul style="list-style-type: none"> • Receipt and Management of Individual Rights Requests, including Subject Access Requests.
Inform and Advise - Information Audits and Mapping		
<ul style="list-style-type: none"> • High-level analysis and advice of combined lists of data flows into and out of the Optometry Practice. • Sign posting to templates and good practice • Enhanced support guidance templates to support robust asset register collection. 	<ul style="list-style-type: none"> • Basic advice regarding 'ROPA' provided through the IG Toolkit and via the IG Website 	<ul style="list-style-type: none"> • Creation and management of an asset register for the Optometry Practice
Inform and Advise - Data Privacy Impact Assessments		
<ul style="list-style-type: none"> • Provide advice for projects and initiatives on and when DPIAs are required • Provide support and advice in conducting DPIAs • Review draft DPIAs to assure any proposed mitigations and monitor performance • DPO 'sign off' of activity and content • Consult with the Information Commissioners Office (ICO) in the absence of proposed mitigations 	<ul style="list-style-type: none"> • Basic advice regarding 'Risks and DPIAs' provided through the IG Toolkit and via the IG Website 	<ul style="list-style-type: none"> • Population of a DPIA



Inform and Advise - Risk		
<ul style="list-style-type: none"> • Provide advice and guidance on the creation and use of an IG Risk Register • Analysis of IG Risk Register and DPO recommendations for improvement and mitigation of identified risks • Provide advice and guidance on third party contracts and agreements from an IG perspective, to reflect the obligation placed on data processors through legislation 	<ul style="list-style-type: none"> • Basic advice regarding 'Risks and DPIAs' provided through the IG Toolkit and via the IG Website 	<ul style="list-style-type: none"> • The creation of IG Risk Register
Inform and Advise - Breach Notification		
<ul style="list-style-type: none"> • Incident reporting procedure • Centralised reporting database • Cooperate with the Information Commissioners Officer (ICO) in any matters relating to data protection compliance and in relation to breach notifications • Advise on reporting thresholds on individual incidents 	<ul style="list-style-type: none"> • Basic advice regarding 'Breach Response and Monitoring' provided through the IG Toolkit and via the IG Website 	<ul style="list-style-type: none"> • Initial investigation processes
Inform and Advise - Support Forums		
<ul style="list-style-type: none"> • Online access to guidance for DPO subscribers only • Expert led training sessions for DPO subscribers only • Online training packages and videos for DPO subscribers only 	<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Access to external legal services
Inform and Advise - IG Service Desk		
<ul style="list-style-type: none"> • Access to dedicated points of contact via ActionPoint (DPOService@wales.nhs.uk) • 9am to 5pm (Mon- Thurs) and 9am to 4.30pm (Fri) availability with a maximum 5-day response time to queries • 9am to 5pm (Mon- Thurs) and 9am to 4.30pm (Fri) availability with a maximum 24 hr response 	<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Out of hours and weekend advice



time to urgent breach notifications		
Staff Training – Awareness Raising		
<ul style="list-style-type: none"> • Development of awareness raising material for Optometry Management Team • Animated videos on a variety of IG topics • Regular monthly Newsletter 	<ul style="list-style-type: none"> • Basic advice regarding 'Training and Awareness' provided through the IG Toolkit and via the IG Website 	<ul style="list-style-type: none"> • Provide specific training to Optometry Practices individually
Staff Training – Workshops		
<ul style="list-style-type: none"> • Delivery of live virtual workshops offering practical information and guidance about a range of IG topics and issues 	<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable
Staff Training – Virtual Group Sessions		
<ul style="list-style-type: none"> • Virtual training for DPO Subscribers only, with subject matter content based on Optometry Practice feedback and focused areas identified through analysis of the IG Toolkit 	<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable
Staff Training – IG E-learning Tool		
<ul style="list-style-type: none"> • E-learning resources, specific for DPO subscribers only 	<ul style="list-style-type: none"> • Access to IG, Records Management and Cyber Security eLearning module 	<ul style="list-style-type: none"> • Not Applicable
DPO Service Website		
<ul style="list-style-type: none"> • Availability of enhanced subject specific additional online resources to DPO Subscribers only 	<ul style="list-style-type: none"> • Availability of online resources for all available via the IG website 	<ul style="list-style-type: none"> • Not Applicable
Information Governance Website – Guidance Resources		
<ul style="list-style-type: none"> • Range of guidance tools available via the IG website for DPO Subscribers only 	<ul style="list-style-type: none"> • Guidance available via the IG website, to support the completion of the IG Toolkit 	<ul style="list-style-type: none"> • Specific interpretation of any existing guidance from external sources
Information Governance Website – All Wales Template Documents		
<ul style="list-style-type: none"> • A range of template documentation including, policies and procedures, made 	<ul style="list-style-type: none"> • Templates created as part of the Wales Accord for Sharing 	<ul style="list-style-type: none"> • Not Applicable



available for DPO Subscribers to localise and adopt.	Personal Information (WASPI) resource <ul style="list-style-type: none"> All Wales Policies for Primary Care Service Providers 	
Information Governance Website - IG e-Alerts		
<ul style="list-style-type: none"> Monthly DPO Service Newsletter 	<ul style="list-style-type: none"> Already established and widely distributed IG – e-Alerts service 	<ul style="list-style-type: none"> Automated notifications service
Information Sharing - Information Sharing Resources		
<ul style="list-style-type: none"> Review of Information Sharing Agreements (ISA), Data Sharing Agreements (DSA), Joint Controller Agreements (JCA) and Memorandum of Understanding (MOU) to ensure the relevant IG content is accurate and consistent See the Inform and Advise section – Data Protection Impact Assessments Advise on requests for local information from Health Board and All Wales data collections 	<ul style="list-style-type: none"> As included on the current WASPI website Basic advice regarding ‘Contracts and Information Sharing’ provided through the IG Toolkit and via the IG Website 	<ul style="list-style-type: none"> Interpretation of formal contractual provision as should be supported by lawyer/solicitor functions Development of documentation for cluster-based projects and advanced cluster programs Resolution of technical information sharing barriers with NHS England establishment
Information Sharing - WASPI		
<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> Advise on the ‘sign up’ to the WASPI Accord Advise on the use and assurance of Information Sharing Protocols (ISP) under the WASPI Framework Access to regional assurance groups Posting of ISP onto the WASPI website Access to resources on the WASPI website 	<ul style="list-style-type: none"> Completion of ISP etc DPO taking responsibility for complying with the framework
Welsh IG Toolkit - Assessment and Content Maintenance		
<ul style="list-style-type: none"> Annual review of IG Toolkit question set and mapping of DPO resources. 	<ul style="list-style-type: none"> Maintenance of the IG Toolkit; assessments and content updated in line with any new 	<ul style="list-style-type: none"> Population of the IG Toolkit



<ul style="list-style-type: none"> Breakdown of the IG Toolkit question set 	<p>legal requirements or national standards</p>	
<p>Welsh IG Toolkit – Supporting Resources</p>		
<ul style="list-style-type: none"> Enhanced support with documentation including templates, guidance and training resources required for Toolkit compliance Section by section workshops 	<ul style="list-style-type: none"> Guidance/training on Toolkit functionality and using the platform Basic guidance on the IG Toolkit requirements 	<ul style="list-style-type: none"> Local implementation of resources
<p>Welsh IG Toolkit – Measurement of IG Compliance</p>		
<ul style="list-style-type: none"> Analyse/ audit IG Toolkit submission and identify areas of requiring development for inclusion in the improvement plan 	<ul style="list-style-type: none"> High level analysis by Cluster for reporting to Health Boards as required 	<ul style="list-style-type: none"> Population of the IG Toolkit and associated improvement plans



Appendix B: DHCW Service Support Arrangements

Table 1

A number of DHCW support teams, detailed in the table below, will be involved in providing end-to-end support for the IG DPO Service.

Team	Responsible for
IG Team	<ul style="list-style-type: none">• IG DPO Support Service• Development and maintenance the Welsh IG Toolkit• NIIAS• WASPI
IT Service Management	ActionPoint (Call management system)
Financial Accounting Team	Financial functions
Workforce	Providing professional HR advice and support
Software Development	Leading on the development of the Caforb platform which the IG Toolkit sits on. Support for Mura platform which hosts both the IG Website and DPO Support Service website.



Table 2

A number of individual roles, detailed in the table below, are required to underpin the support of the IG DPO Service.

Role	Responsible for	Hosted by
Associate Director of Information Governance and Patient Safety	Is the figurehead DPO for the IG DPO Support Service. Responsible for managing the content and commitment laid out in this Service Schedule, including service performance monitoring and reporting, development of the service management processes. In addition, providing the strategic direction for the service and supporting the Information Governance Service Manager as required.	DHCW
IG Service Manager	Managing the IG DPO Support Service team, having managerial and operational responsibility for maintaining and developing the identified IG DPO requirements for Optometry Practices as laid out in the Service Schedule.	DHCW
Deputy IG Service Manager	Supporting the IG DPO Support Service Manager in operational delivery of the service	DHCW
IG Assurance Manager	Providing structured documentation, advice and guidance on the areas described above	DHCW
IG DPO Support Service Officers	Being a key point of contact to triage the IG DPO functions across the existing and new Support Service	DHCW
IG DPO Support Service Administrator	Responsible for providing comprehensive and effective administrative support for the DPO Support Service	DHCW
WASPI Code Manager	Managing the WASPI Service	DHCW



Agreement for the provision of the Enhanced Information Governance, Data Protection Officer Support Service

Between: **Digital Health and Care Wales (DHCW)**
Tŷ Glan-y-Afon, 21 Cowbridge Road East, Cardiff CF11 9AD

And: _____
[Insert trading name along with address(es) and account
number(s) of Optometry Premises]

Signed by: _____
*(Formal agreement should be signed by the Optometry
Contractor)*

Name and Position: _____

Tel No: _____

Email: _____

Date: _____

**Name and
position of
Nominated
Contact:**

Tel No: _____

Email: _____

(The above information will be used as a default contact point for the Optometry Practice and to distribute any materials, communications (which may sometimes be confidential in nature) and alerts that may be required as part of the service provision)

By signing this agreement, we authorise Digital Health and Care Wales (DHCW) to provide the Information Governance (IG), Data Protection Officer (DPO) Support Service to the Optometry Practice named above. This service provision, as detailed within in the IG, DPO Support Service Schedule, will commence on receipt of this signed agreement.

Please return this completed form to DPOService@Wales.nhs.uk or post to the IG, DPO Support Service, 6th Floor, Tŷ Glan-y-Afon, 21 Cowbridge Road East, Cardiff CF11 9AD.



Appendix D:

AUTHORISATION FOR DHCW IG, DPO SUPPORT SERVICE LEVY

To: The Director of Finance, NHS Wales Shared Services Partnership

I, the undersigned:

[Insert name of suitable authority]

of:

[Insert trading name along with address(es) and account number(s) of Optometry Premises]

a duly appointed representative of the Optometry Practice having entered into an agreement with Digital Health and Care Wales (DHCW), whereby it will provide an Information Governance (IG), Data Protection Officer (DPO) Service as defined in V1.1 of the accompanying Service Schedule, hereby authorise and request the NHS Wales Shared Services Partnership (NWSSP), Primary Care Services (PCS) (unless and until this Authority and Request shall be revoked) to deduct from the sums due to me such an amount per quarter. The payment tier applicable will be calculated utilising validated WGOS 1 claim data provided by NWSSP and based on the previous financial year's data. Payments are due to be collected by NWSSP from the Optometry Practice in retrospect at the beginning of the following quarter and then transferred directly to DHCW.

Payment tiers are as follows:

WGOS 1 claims paid per annum	Per annum charge	Per quarter charge
<1850 consultations	800	200
>1851 <5600 consultations	1100	275
>5601 <11200 consultations	1300	325
>11201 consultations	Specific fees on request	

and I hereby request and authorise the NWSSP to pay DHCW the sum as described.

Signature:

Date:

Please return this completed mandate to DPOService@wales.nhs.uk.

Or via post to the IG, DPO Support Service, 6th Floor, Digital Health and Care Wales, Tŷ Glan-y-Afon, 21 Cowbridge Rd East, Cardiff, CF11 9AD

FOR OFFICE USE ONLY:

Sent to Database Coordinator on:	Entered by Database Coordinator on:	Checked by Responsible Officer on:

