Data Sharing Agreement

Between

GP Practices as part of Tame Valley Primary Care Network

September 2023

# Introduction

* 1. This data sharing agreement is supplementary to any Information Sharing Agreement or Protocol currently in place by any signatory organisations.
  2. Primary Care Networks have been established across Stockport tasked with ensuring that the Health and Social needs of the local population are met. Multidisciplinary leadership teams will be established across the networks to facilitate better communication, sharing of information, and resources between healthcare professionals in each network.
  3. This agreement sets out access to personal data for the purpose of providing direct patient care and managing resources in the Primary Care Networks. Contracted partners may be added or referenced in this agreement as time goes on.
  4. The overall aim of this agreement is to describe each Controllers’ responsibilities and set out lawful and consistent approach to the sharing of information that will benefit service users while protecting the confidentiality of their personal data.

# Partners to the Agreement

|  |  |  |  |
| --- | --- | --- | --- |
| **Organisation** | **Signatory Name** | **Signature** | **Population size** |
| Alvanley Family Practice | Dr Jaweeda idoo |  | 6,100 |
| Brebury Medical Centre | Dr Chauhary Riaz |  | 4,400 |
| Brinnington Surgery | Dr James Higgins |  | 9,398 |
| Heaton Norris Medical Practice | Dr Caroline Gormley |  | 10,672 |
| Park View Group Practice | Amy Waters |  | 9,671 |
| Family Surgery | Dr Monica Saksena Joye |  | 11,535 |
| Vernon Park Surgery | Dr Suvajit Chatterjee |  | 3,236 |
| Woodley Village Surgery | Dr Amjad Choudhury |  | 3,344 |

**Responsible managers to this agreement within their own organisations must ensure this agreement is disseminated, understood and acted upon by relevant health professionals and employees.**

# Purpose and benefits

* 1. The purpose of this agreement and sharing of information detailed in this agreement is to enable
* Health care professionals and those with legitimate relationships to patients to access and update the primary care records of the patients they provide direct care towards
* Practices to cover where needed across the network to maintain clinical services
* Receptionists to book appointment outside their surgery as part of the GP Extended Access and other commissioned services as required by the Primary Care Network

3.2 By empowering and enabling clinicians across the Primary Care Network Practices so that they can update and access the same record providing they are doing so for direct patient care reasons. This will help continuity and increase patient safety. Furthermore, it develops and promotes specialists’ services to work across the local community that would have been traditionally delivered in a different care setting.

# Legislation

4.1 Disclosure of information will be conducted within the legal framework of the Data Protection Act 2018, Human Rights Act 1998 and compliance with the Common Law Duty of Confidentiality.

**Data Protection**

4.2 For the purpose of this agreement following conditions from the Data Protection Act 2018 will be relied upon:

**Personal Data:** Article 6(1)(e) the performance of a task carried out in the public interest or in the exercise of the controllers official authority and

**Special category data:** Article 9(2)(h) the provision of health or social care or treatment or the management of health of social care systems and services.

Appropriate patient information and details can be shared if certain criteria is met. In this case another legal basis within the Data Protection Act may apply.   
   
**Common law Duty of Confidentiality**

4.3 Dame Fiona Caldicott’s review recommended that, for the purpose of Direct Patient Care, relevant personal confidential data should be shared among registered and regulated health and social care professionals who have a legitimate relationship with the patient. The review determined that such information could be shared on the basis of implied consent. Although, explicit consent is not required it is always best practice to check the patients wishes around the use of sharing their data.

4.4 This opinion was further clarified by the General Medical Council (GMC) stating implied consent could be relied upon if all of the following are met:

* Information is being accessed to provide support the individual’s patient care, and satisfied the person accessing or receiving it for its purpose
* Information is readily available to patients, explaining how their information will be used and that they have the right to object. This can be provided in leaflets, posters and information on websites
* You have no reason to believe the patient has objected
* You are satisfied that anyone you disclose information to understands you are giving them this in confidence which they must be respect

**Human Rights Act 1998**

4.5 The Human Rights Act 1998 requires that any intrusion into the private and family life of an individual must be in accordance with the law, proportionate and necessary for:

* National security
* Public safety
* The economic well-being of the country
* For the prevention of disorder or crime
* For the protection of health or morals or for the protection of rights and freedom of others.

**Health and Social Care (Safety and Quality) Act 2015**

Under the Health and Social Care Safety and Quality Act 2015 the parties have a legal duty to share information with each other for the care of the patient. This means that unless an individual objects, patient identifiable information must be shared between health and social care providers that are in the individuals best interests.

# Details of information to be shared

5.1 Personal information shared for the purpose of this agreement includes a range of information and might therefore include:

* Personal details
* Family details
* Lifestyle and social circumstances
* Physical and mental health details
* Investigation and treatment details
* Racial or ethnic origin
* Religious or other beliefs
* Sexual life or orientation
* Safeguarding details

# Controllers

6.1 Partners to this agreement are data controller and will be for the lawful processing of personal data, informing patients about the use of their personal data (see privacy notice), the security of their data and ensuring individuals can exercise their rights under the Data Protection Act 2018.

# Patient communication and transparency

7.1 The Data Protection Act 2018 requires organisations to provide clear and concise information to patients regarding the use of their personal data. Partners to this agreement will consider the best way this can be achieved.

7.2 Where possible and when information is accessed individuals should verbally inform patients about how their information is to be used.

7.3 Each signatory will ensure that leaflets and posters are made available at the point of care, on websites and on any other available resources where appropriate.

# Rights of individuals

8.1 Each signatory organisation will be responsible for answering requests for personal data made under the Data Protection Act 2018, also known as Subject Access requests. Where the disclosure is likely to affect another organisation, the relevant responsible manager should be informed and consulted.

8.2 Each signatory will need to ensure that individuals are able to exercise other rights, such as the right to erasure, and rectification of inaccurate data.

# Records management

9.1 Records will be updated and maintained in line with organisational policies, which should incorporate legal requirements and guidance from professional bodies.

9.2 Personal information regarding patient information will be held and disposed of in line with retention and disposal schedules contained the Records Management Code of Practice 2016.

# Information security

10.1 Booking systems and patient records will be accessed securely via the clinical system, with full audit trail information being retained.

10.2 In the event of a signatory organisation becoming aware of any suspicious or unauthorised activity it is the responsibility of that organisation to lead on this investigation. The statutory responsibility to report the data breach will rest with the organisation who that individual is responsible for. This organisation must ensure it meets legislation and national requirements for reporting incidents.

10.3 Each signatory organisation to this agreement will ensure that their staff with access to personal data have received appropriate clinical system and information governance training are aware of the confidential nature and duties placed on those processing identifiable, sensitive, confidential information.

10.4 Each signatory organisation will follow a documented procedure for providing staff access to systems and providing access or revoking access rights on smartcards.

10.5 Under no circumstances will any party to this agreement transfer information outside the UK.

# Third Party Access

11.1 Any new organisation wishing to access information for Primary Care Network purposes needs to sign up this term of this agreement.

11.2 The Primary Care Network Clinical Director will ensure that an addendum is added to this agreement that clearly states that the partner to the agreement is leaving and no data will be shared or accessed by that organisation on this basis.

# Other Obligations

12.1 Each signatory organisation will ensure they have appropriately notified the Information Commissioners Office about its processing of personal data and will ensure its notification is kept up to date.

12.2 Each signatory organisation should submit a satisfactory Data Security Protection (DSP) toolkit return annually.

12.3 Each signatory organisation will adhere to robust information governance processes and data quality standards to protect patient information and unnecessary exposure to risk and ensure data is shared with confidence. This should be supported by regular audits of access to and use of personal data.

12.4 Any signatory organisation may leave this agreement by giving thirty (calendar) days’ notice in writing to the Clinical Director.

12.5 Any proposed changes to a signatory organisation set up must be communicated to all parties of this agreement in order for the potential impact to be assessed.

To be displayed or published by each Practice

**Appendix 1**

**Privacy Notice: Tame Valley Primary Care Network**

Why and how we process your data and your rights in the Primary Care Network under the Data Protection Act 2018

|  |  |  |
| --- | --- | --- |
| **Data controller** | Each GP Practice is a data controller as defined under the Data Protection Act 2018 | |
| **Why and how we use the information?** | Our main purpose is to deliver healthcare across the community. We collect the data we need to care for you in the best way possible. | |
| **What data is shared?** | The current data that is shared would be your medical record contained within your healthcare record which is accessed for healthcare purposes and the management of your care. | |
| **Where does this data come from?** | General Practice (GP) medical record only. | |
| **Does this contain sensitive data such as health information?** | Yes, sensitive data is processed as described in GDPR section 9(2)h for the purpose of health or social care. | |
| **Who are recipients of this data?** | Authorised health and care staff as part of the Primary Care Network and trusted parties we work with | |
| **Is data transferred outside the UK?** | No | |
| **How long the data is kept?** | Data is kept at your main GP Practice and never leaves. It may be accessed by any of the Practices part of the Primary Care Network. There may third parties that we work with to deliver clinical services. They will be named as third parties accessing your information. | |
| **Our lawful basis for processing this data** | Data is processed in the public interest under the Public Task basis as described in GDPR section 6(1)e | |
| **Your rights** | Tick Be informed  cid:image001.png@01D475C1.BEB81520 Get access to it  cid:image001.png@01D475C1.BEB81520 Rectify or change it  cid:image002.png@01D475C1.BEB81520 Erase or remove it  cid:image001.png@01D475C1.BEB81520 Restrict or stop processing it | cid:image002.png@01D475C1.BEB81520 Move, copy or transfer it  cid:image001.png@01D475C1.BEB81520 Object to it being processed or used  cid:image001.png@01D475C1.BEB81520 Know if a decision was made by a computer rather than a person |
| **How can you restrict or object to data processing?** | Patients should speak to their GP Practice about any concerns about how their information is accessed. | |
| **Is the data subject to decisions made solely by computers?** | No | |
| **Who can I contact about this?** | Please speak to any member of the Practice about how your information is shared and used. | |
| **More information** | <https://www.england.nhs.uk/primary-care/primary-care-networks/> | |