

Data Sharing Agreement (DSA) Cheltenham Central Network

Purpose of Data Sharing Agreement

The objective of primary care networks is to group practices together to create more collaborative workforces which ease the pressure of GPs, leaving them better able to focus on patient care. This sharing agreement for the Cheltenham Central Primary Care Network is to provide guidance in regard to data sharing only.

This agreement has been developed to document the flow of information between the named organisations to enable monitoring of patients being cared for and to provide accurate information for patient service delivery. The central basis for the Agreement is to ensure that at a minimum, the practices can effectively operate as a single, seamless data-sharing body, enabling patients to benefit from timely data sharing to support provision of care and informed clinical decision making. This ranges from viewing records in remote and specialist clinics, enabling the advancement of care through integrating 3rd party patient data sources, as well as supporting key directives such as Extended Hours.

The Agreement, by its definition, will also give the PCN Practices the ability to undertake detailed population health investigations and research at scale, which could be used to determine trends in treatment and outcomes, inform the location and provision of services and contribute to developing and promoting patient information that is regionally relevant and contextualized.

The GP Practice is the Data Controller for its patients' records and no information is to be shared unless the practice has agreed to do so via this agreement. Each organisation must agree to the sharing agreement before the information can be shared or viewed. Through this agreement all parties agree to ensure that staff are made aware of their responsibilities and comply with the law and demonstrate compliance with the Data Protection Act 1998 and the Department of Health Code of Confidentiality.

All information will be kept in a secure and confidential manner and in accordance with the law, including the common law of confidentiality, the Data Protection Act 1998, the Human Rights Act 1998 and other related legislation and guidance.

Scope of Agreement

The agreement covers the flow of information between the named organisations as to assist service delivery. Information can only be shared between the parties that are defined in this Agreement.

Approval

This Agreement can only be signed by the organisation's Caldicott Guardian or an appropriate senior officer, nominated by an organisations' Caldicott Guardian/Information Governance Lead.

Review of Agreement

This Agreement will be reviewed every two years from the date of signing, and as necessary according to guidance/statute changes. At review, compliance at local level will be assessed. Amendments to the agreement will be distributed to all parties for review and sign off.

All parties will ensure that this agreement and any associated documents are known and understood by all staff involved in the process.

Monitoring of Agreement

Each organisation signed up to this Agreement is responsible for ensuring full compliance of all staff within their organisation to the terms and conditions of this agreement. Personnel processing the information must be suitably trained and authorised and made aware of their responsibilities in handling the information prior to having access to the information. Any identified areas of non-compliance must be forwarded to the Caldicott Guardian or an appropriate senior officer for resolution.

The Legal Basis

The Legal Basis ensures that all data sharing across the Cheltenham Central Network Practices is handled lawfully, fairly and in a transparent manner. The Legal Basis, using guidance provided by the ICO, incorporates the following:

- **Consent:** that patients have provided consent for their personal information to be accessed for clinical purposes that support their care or contribute to research activities which benefit general practice.
- **Contract:** which supports the ability of Health Care Professionals to provide ongoing care and support outside of clinical appointments as required.
- **Legal obligation:** as guardians for patient information on behalf of the Secretary of State, patient information is shared to support safe and effective clinical care as required by clinical care pathways and processes.
- **Vital interests:** where the patient information may be required in an Out of Hours Clinic to provide urgent care to a patient.
- **Public tasks:** where the information is shared for the purpose of conducting necessary day-to-day general practice activities, such as remote booking of appointments.

Appropriate patient details attending the PCN practices and additional information can be shared if certain criteria is met and this will be considered on a case by case basis, as appropriate. This agreement covers the exchange of personal data as defined under Article 4 of the General Data Protection Regulation (GDPR 2016). However, it is anticipated the same conditions will be followed before sharing de-personalised data.

This agreement has been developed bearing in mind the Data Protection Act 2018, GDPR 2016 and applied data protection legislation, the Human Rights Act 1998 and the Freedom of Information Act 2000.

The general public already expect their information to be shared appropriately across the various organisations and services involved in their health and care. The aim of Cheltenham Central Network is to provide a more effective means of sharing information that is already in the system, to improve patient care.

Whilst the basis of information sharing is implied consent, in keeping with best practice consent to view will be sought at the point of care, for each episode of care i.e. when the patient is with the clinician (GP or nurse) for their consultation.

Clinicians will comply with the GMC guidance on disclosure of confidential patient information (https://www.gmc-uk.org/guidance/ethical_guidance/30601.asp). In the event of an emergency or if a

person is incapacitated and cannot give explicit consent, the clinician may view the record if they believe it will help with diagnosis and treatment and is in the best interest of the patient. The clinician will be required to formally record the rationale for viewing the patient information; this record will be available for future audit if required.

All health and care service employees have both a legal and an ethical duty of confidentiality. A record will be retained of everyone who accesses the patient’s record and which information they have viewed. Action will be taken if someone deliberately accesses records without permission or good reason.

Each signatory organisation agrees to achieve a satisfactory level (level 2 or higher in all requirements) in the NHS Information Governance Toolkit and to submit the completed toolkit annually.

Clinical and Administrative Purpose of Sharing

This Agreement defines the arrangements of Cheltenham Central Network’s activities and encompasses the sharing of information between the signatories to this agreement.

- Patient identifiable information is shared for the direct care of individual patients to whom each Party has a legitimate relationship (i.e. the sharing is healthcare purposes).
- Processing for non-healthcare purposes is under the requirements to perform public task in the public interest.

This Agreement is entered for the purpose of the parties sharing information as required or permitted under data protection legislation. The Caldicott Guardian for each Practice will sign an additional data sharing agreement in addition to the signatories of this Agreement. There are three notable areas where data sharing is required for Network operations:

Summary Table

| Information sharing scenario | Use Case description | Access form |
|------------------------------|---|---|
| Extended clinic appointment | A patient attending an early morning/late evening appointment away from their own practice. The clinician can see their record, with the patient's consent, and add a new journal entry resulting from the appointment. | For duration of the appointment booking |
| Ardens Manager | Overall Network infographics generated from manually uploaded clinical reports. Non-patient-identifiable data and practice data only. | Ongoing by Network Administrators. |
| Clinical project monitoring | Conducting regional queries to generate report-level datasets for clinical research to enable intrinsic service provision improvements as well as support academic study | As determined by each case. |

1. Extended Hours

As a Network, Cheltenham Central will provide complete patient record access for the purposes of safe and effective patient care. This record sharing will be with the explicit consent of the patient, who should be made aware by their Practice that their records will be accessible to the other Practices in Cheltenham Central Network and that they can opt out of this sharing.

The full patient record will be 'read and write' and accessed only by authorised clinicians providing direct care, and other staff with an equivalent duty of confidentiality to support direct patient care. This will:

- Improve quality of care, and improve patient safety.
- Reduce the number of times a patient is asked to talk about their medical history.
- Optimise patient care to achieve the best outcomes for patients.

The Extended Hours appointments will be monitored by numerical audit for each Practice in the Network by the Network Administrators. A random selection of Extended Hours consultations will also be accessed and reviewed to ensure appropriateness of bookings and integrity of data.

2. Ardens Manager

This product will consolidate data uploaded manually from all six Practices to provide an overview of Network operations. Only non-patient-identifiable demographic data and practice data will be uploaded by design, and Ardens have produced their own Data Sharing Agreement for the Network.

3. Clinical project monitoring

The level of data sharing can be determined and agreed on a case-by-case basis, but in principle, this agreement will cover network-wide searches and audits. For projects such as the Integrated Care Systems Population Health Management Development Programme, regional queries will generate report-level datasets for clinical research to enable intrinsic service provision improvements as well as support academic study.

The signatories of this Agreement have also signed the [Gloucestershire Information Sharing Partnership Agreement](#) (GISPA) and agree to adhere to the GISPA principles.