**Information Sharing Agreement**

**for**

**the**

**South Shropshire Medical Group (SSMG)**

**Primary Care Extended Access Scheme**

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| **Information Reader Box** | |
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| Directorate Information Governance | |
| Purpose Contract/Agreement to allow information to be shared/processed | |
| Document reference | South Shropshire Medical Group Data Sharing Agreement v2.0 |
| Document Name | Information Sharing Agreement for South Shropshire Medical Group Extended Access Scheme |
| Author | SSMG Governance Board |
| Publication Date | 3rd August 2018 |
| Review Date | 25th July 2019 |
| Target Audience | South Shropshire Medical Group Extended Access Scheme Member practices |
| Description | Detailed agreement to allow GP member practices to share practice patient records for extended access scheme appointments |
| Superseded Document | N/A |
| Action Required | Provider Signature |
| Approved by | GP Partner or Practice Manager from member practices |
| Contact Details  (for further information) | Rachel Shields Assistant Practice Manager Portcullis Surgery and Secretary to SSMG |
| **Document Status** | |
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**Information Data Sharing Agreement**

The South Shropshire Medical Group Extended Access Scheme Member practices are the partners to this agreement and will have

1. **Parties to the Agreement**

The Information Sharing Agreement is between all GP member practices of South Shropshire Medical Group Extended Access Scheme Member practices. These are listed in Appendix A of this agreement

1. **Period of the Agreement**

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| --- | --- | --- | --- |
| Start date: | 1st October 2018 | End Date: | 31st March 2020 |

1. **The Purpose of this Information Sharing Agreement – Direct Patient Care**

This agreement is to enable the team delivering the Extended Access Scheme to have access to the general practice record of patients registered with the named practices within this agreement located at Appendix A of this document. This will enable patients to receive;

* Routine, pre-booked appointments
* more informed care, resulting in higher quality of care,
* improved safety
* Better outcomes for patients including experience.
* Enhanced services at a convenient time

Clinicians working within the hub will access patient records via the EMIS Remote Consultations clinical system which is a nationally recognised GP system of choice.

The information available for sharing will be the full EMIS electronic patient records of patients registered at the GP practice and thereby patient identifiable information. The clinicians will be able to access patient records from any of the GP practices listed in Appendix A of this document, provided that the patient has given consent at the point of booking the appointment.

Patient records will only be accessed to support a clinical interaction. Any need for access for administration purposes as agreed between practices such as audit trails, clinical audits of use of records, research studies, enhanced services or NHS health checks in participating surgeries or estimating capacity and such administrative tasks will have to be agreed with the South Shropshire Medical Group Extended Access Scheme Member practices.

Patients attending for routine appointments at the hub(s) will have greater access to services outside of core hours to meet their needs and convenience, with the advantage of having access to their records at any hub they attend.

Within this agreement all GP practices will be the data controller and EMIS will be the data processor for the data.

The EMIS clinical system will provide the data to the hub this will be via EMIS Web Clinical Services and EMIS Remote Consultations.

1. **Legal Basis**

**It is the intention that all aspects of this information sharing agreement shall comply with legislation that protects personal data.**

The Data Protection Act 2018 provides for the sharing of information where it supports direct patient care.

Patients at each practice will be made aware of the availability of additional routine appointments by a robust communications plan (SMS, website, fair processing notice, social media) and as the model develops, the additional services may be added to the scheme. In the first instance, patients can access the hub for routine appointments as made available, bookable directly through their own GP practice.

Practices will have access to the appointment booking system within the hub and book the appointment for the patient. Consent will be obtained via a telephone conversation with the patient by the member of staff booking the appointment. Once consent has been obtained the patient will then attend the hub(s) for their appointment.

1. **How is consent obtained**

Explicit consent will be gained from patients for their records to be accessed by a clinicians working in the hub, and is a condition of accepting an appointment, complying with Data Protection Act requirements. Where consent is obtained, this will be recorded on the clinical system.

If a patient is unfit to consent, i.e. unconscious, then consent maybe overridden in order to appropriately provide care for that patient. (The Data Protection Act allows for this since consent can be overridden if it is in the vital interests of the patient). If a patient is unable to provide informed consent then the patient’s carer, next of kin will be able to give consent for the clinician to view this information in the best interest of the patient.

The model of consent allows patients to provide single use access on the day and at the time of the appointment only. Once the consultation is complete then consent is terminated. The patient has to consent again if they accept a further appointment to attend the Hub.

1. **How is this information going to be made available?**

Information will be made available through the use of EMIS Web Clinical services module and EMIS Remote Consultations module.

1. **Who will have access to this data and what may they use it for?**

Health Professionals working within the hub will have access to the patient records via the EMIS Web system. Access is restricted by username and password. Access is also role based, and therefore can be tailored to ensure only necessary information is viewable. In all circumstances, the information will only ever be used for direct patient care.

Administrative staff will have access to the EMIS system within the hub to accept patients on arrival and to assist with sending information on to other services and back to practices where required by the clinicians.

1. **Further Use of Data**

There is no other use of this data; the data will be used for patient care only. Any parties using the data for purposes not specified in this data sharing agreement will be subject to an investigation and disciplinary procedures of their host organisation.

1. **Scope of Data that will be needed to be shared.**

The full patient record will be available to the viewing clinician. Each individual practice will be responsible for the quality and accuracy of the data shared with the hub. The clinician responsible for the data entered during consultation at the hub is responsible for the quality and accuracy of that data and ensuring it meets the standards and processes put in place by the Shropshire Clinical Commissioning Group.

For any recommendations for investigations or referrals a standard letter will be saved in the notes by the viewing clinician and they will also send an urgent message to the patients registered practice for them to consider actioning the recommendation. Any urgent message to a patients GP needs to be sent explicitly via this agreed method rather than just an entry in the patients consultation as this may not be routinely seen by the patient’s own surgery.

1. **Audit**

An administrator from one of the member Practices will carry out regular audits to ensure appropriate access has been made. The appointment of the administrator will be approved by all member practices.

There may be some legislative restrictions on the sharing of information. These would be automatically applied within the system and will prevent any of this information from leaving the practice system and being available in the urgent care hub. Audits will be carried out on the Extended Access Scheme hub(s) on a quarterly basis. The audit will consist of how many patients attended the hub on a given day, whether those same patient records were accessed on that given day. If it is identified that other/different patient records were accessed who did not attend the hub then this will be investigated by the employing Practice Manager of the staff member that accessed the record.

1. **Incident Reporting**

There is a procedure Partners will follow if there is a breach of this Agreement by a Partner which will be provided by the service provider in line with Information Governance legislation. The SSMG Governance Board must be notified who will conduct an investigation and keep the relevant practices updated as to findings.

The partners will have to agree if the Information Commissioner’s office (ICO) should be notified and if disciplinary action or criminal proceedings is required. This will be recorded as part of the practice IG toolkit.

All security breaches and breaches of confidentiality that occur at the Hub must be reported on the GP practices toolkit, to which the patient is registered at that GP practice or whoever is the data controller for that patient. The individual Health Professional in the hub that has caused the breach must also report the incident on their IG toolkit for the GP Practice which they are employed by. All level two incidents must be reported on the IG Toolkit. All incidents must be reported in 24 hours of becoming aware of the incident.

1. **Complaints procedures**

Each member practice must be committed to having procedures in place to address complaints relating to inappropriate disclosure or failure to disclose personal information. Any complaints made against this data sharing agreement will be dealt with by the South Shropshire Governance Board.

1. **Subject Access Requests**

The sixth principle of the Data Protection Act 2018 provides individuals the right to have access to information held about them with limited exemptions. It is necessary to ensure that only appropriate access to information is granted therefore the agreement must detail the responsibilities of each organisation to ensure individuals rights are met appropriately. Any subject access requests for information will be made to the GP practice to which that patient is registered.

1. **IT Security**

The South Shropshire Medical Group Extended Access Member practices Scheme have strict policies for their staff to follow regarding access to IT equipment and Smartcard usage, including not sharing passwords and log in details; these procedures will be applied to the hub environment.

Access to the system will be via use of username and password or Smartcard and employees are personally responsible for ensuring patient/staff information is protected and only used for specified and lawful purposes.

Accessing information using another person’s account is against the law, even if you are authorised to have access to the information.

All South Shropshire Medical Group Extended Access Scheme Member practices are required to have a minimum compliant level 2 Information Governance toolkit.

1. **Review of Information Sharing Agreement**

This agreement will be reviewed in July 2019 and 3 yearly thereafter dependent on the funding of the scheme. It may be necessary to update the agreement in year, for example to add new areas where the records maybe visible should there be an expansion of the service to new sites. These changes will be communicated to practices with new agreements for authorisation and changes will be highlighted. Where necessary, fresh approvals will be made to the LMC, CCG and patients groups.

1. **Closure/termination of agreement**

The practice can opt out of this sharing agreement at any time but must provide a notice period of not less than 30 days. This must be communicated in writing to the Chair of the South Shropshire Medical Group. It is the responsibility of the practice opting out to communicate this to all of the partners to the data sharing agreement and inform the EMIS provider to stop the access to the practice data from the hub. If a practice does decide to opt of the data sharing agreement then it is the responsibility of the GP Practice to communicate to patients that they can no longer access the extended access hub for appointments due to this termination of sharing information.

1. **Freedom of Information Act 2000 (FOIA)**

The practice may wish to upload this data sharing agreement to its practice website to inform the patients and public of the data sharing regarding GP hubs. Information regarding the details of this agreement may be requested by members of the public under the Freedom of Information Act 2000.

**13. Fair Processing of Data**

Fair Processing notice to practices regarding the use of data will be displayed in the participating practices as appropriate (Jayex boards, display screens, notice boards) as part of the advertising of the scheme. Notices will also be visible within the hub. The practice may wish to upload this data sharing agreement to its practice website to inform the patients and public.

**14. Indemnity**

Each partner will keep the Data Controller fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its sub-contractors, employees, agents or any other person within the control of the offending partner, of any data obtained in connection with this agreement.

**15. Retention of Information**

GP practices will adhere to the NHS Records Management Code of Practice 2016 – <http://systems.digital.nhs.uk/infogov/iga/rmcop16718.pdf>

**16. Signatories to this agreement**

In order to participate in this data sharing agreement, the agreement must be signed by the Practice Manager or a GP Partner from all South Shropshire Medical Group Member practices.

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| Name of Practice |  |
| Address |  |
| Signature |  |
| Name & Role |  |
| Date |  |

**Appendix A – Parties to the Agreement**

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| Practice Name |
| Albrighton Medical Practice |
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| Alveley Medical Practice |
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| Bishops Castle Medical Practice |
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| Bridgnorth Medical Practice |
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| Broseley Medical Practice |
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| Brown Clee Medical Practice |
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| Church Stretton Medical Practice |
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| Cleobury Mortimer Medical Centre |
|
| Craven Arms Medical Practice |
|
| Highley Medical Centre |
|
| Much Wenlock & Cressage Medical Practice |
|
| Portcullis Surgery |
|
| Shifnal & Priorslee Medical Practice |
|
| Station Drive Surgery |
|
| The Meadows Medical Practice |
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