

**SystemOne**

Enhanced Data Sharing Model (eDSM)

**INFORMATION SHARING AGREEMENT**

**May 2018**

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## Signatory Page

## Introduction

- 1.1 Following raised concerns about access to patient records under the current 'enhanced sharing model' TPP is making available additional controls for GP's as data controllers.

TPP has been working closely with NHS England, NHS Digital and the ICO (Information Commissioners Office), with the support from the SystemOne National User Group and the BMA, to review the existing 'Enhanced Data sharing Model (eDSM) and to provide additional controls for data controller.

The eDSM development have been designed to ensure that GP's have greater flexibility and control over which organisations have visibility of their patient's SystemOne EHR (electronic health record) and can work in partnership with patients.

It is hoped that GP's will share their records more readily with non-GP organisations whilst respecting their patients wishes and expectations.

- 1.2 It is the purpose of this agreement to identify what SystemOne Units are available to GP's from partner organisations across Doncaster.

From this list GP's will have the option to decide whether organisations are allowed to record a share-in, prohibited from recording a share-in or need to go through an extra verification/security step in order to confirm the patient's consent.

These additional changes do not affect any records previously opted out of sharing.

## 2. Duration and Scope

- 2.1 This Information Sharing Agreement between the partner organisations in Doncaster listed in Section 3 will commence on 14 May 2018 2017.
- 2.2 This Agreement will support the continued sharing of information with systemOne units across Doncaster Partners to ensure the safe, effective direct care of the individual patient or service user.
- 2.3 This Agreement is supplemented by the policies, procedures and guidelines of the partner organisations and is owned by the signatory partner organisations.
- 2.4 The new eDSM will cover the following partners;
- Doncaster and Bassetlaw Teaching Hospitals NHS Foundation Trust (DBTH)
  - Rotherham Doncaster and South Humber NHS Foundation Trust (RDaSH)
  - Doncaster Local Medical Council (DLMC) (Doncaster GP's)
- 2.5 On behalf of the partner organisations the Doncaster Clinical Commissioning Group will undertake responsibility for the development of jointly agreed agreements, procedures and communications materials necessary to support it.

### 3. Health and Social Care Partner signatories to this agreement

Name of organisation	Abbreviation
Doncaster and Bassetlaw Teaching Hospitals NHS Foundation Trust	DBTH
Rotherham Doncaster and South Humber NHS Foundation Trust	RDASH

#### GP Practices

Name of GP	NACS Number
Carcroft Doctors Group	C86001
The Ransome Practice	C86002
Hatfield Health Centre	C86003
Mexborough Health Centre	C86005
Regent Square Group Practice	C86006
The Burns Medical Practice	C86007
The Mayflower Medical Practice	C86009
The Mount Group Practice	C86011
The Oakwood Surgery	C86012
Tickhill and Colliery Medical Practice	C86013
Princess Medical Centre	C86014
The Rossington Practice	C86015
The Lakeside Practice	C86016
Kingthorne Group Practice	C86017
The Vermuyden Centre (Northfield Surgery)	C86018
The Scott Practice	C86019
St John's Group Practice	C86020
White House Farm Medical Centre	C86021
The Sandringham Practice	C86022
Bentley Surgery	C86023
The Conisbrough Group Practice	C86024
Frances Street Medical Centre	C86025
The Edlington Practice (formerly The Martinwells Centre	C86026
St Vincent Medical Centre	C86029
The Phoenix Medical Practice	C86030
Scawsby Health Centre	C86032
The Nayar Practice (Martinwells Centre)	C86033
The New Surgery	C86034
The Field Road Surgery	C86037
Petersgate Medical Centre	C86038
The Village Practice	C86039
The Askern Medical Practice	C86605
Barnburgh Surgery	C86606
Auckley Surgery	C86609
Dunsville Medical Centre	C86611
The Nelson Practice	C86613
Thorne Moor Medical Practice	C86614
Church View Surgery	C86616
West End Clinic	C86621
Bentley Health Centre	C86623
Conisbrough Medical Practice	C86625
Park View Surgery	C86626
Flying Scotsman Health Centre	Y05167

## 4. Reason for Sharing Information

- 4.1 The purpose of the information sharing agreement is to enable GP's to establish an approved list of SystmOne units from partner organisations in Doncaster, this will ensure that the sharing of GP data in to these identified units can take place. These records will be accessed solely for Direct Care or where the organisation has a legal basis to do so.
- 4.2 Direct care has been defined by the National Data Guardian 2016 as:
- “A clinical, social or public health activity concerned with the prevention, investigation and treatment of illness and the alleviation of suffering of individuals. It includes supporting individuals' ability to function and improve their participation in life and society. It includes the assurance of safe and high quality care and treatment through local audit, the management of untoward or adverse incidents, person satisfaction including measurement of outcomes undertaken by one or more registered and regulated health or social care professionals and their team with whom the individual has a legitimate relationship for their care”
- 4.3 'Direct care' does not include research, teaching, financial audit, service management activities or risk stratification (secondary use).

## 5. Legal Basis for Sharing

### 5.1 Common Law Duty of Confidentiality

- 5.1.1 The sharing of personal confidential data via SystmOne and the confidential viewing of personal confidential data via SystmOne are for the purposes of Direct Care only. Accordingly, the patient's consent to such sharing can be implied. All patients/service users will be given the opportunity to choose their preference in how their data is shared.

### 5.2 Data Protection Act 1998

- 5.2.1 In order for the sharing of personal data to comply with the Data Protection Act 1998, it must be fair and lawful and one of the schedule 2 conditions must be met. A schedule 3 condition must also be met if sensitive personal data is being shared.
- 5.2.2 Paragraph 6.1 sets out the steps taken to inform patients of the processing that is to take place under this Agreement and is therefore fair.
- 5.2.3 Paragraph 5.1 above explains why the processing under this Agreement does not breach the Common Law Duty of Confidentiality and is therefore lawful.
- 5.2.4 Schedule 2 condition: The processing of personal data in accordance with this Agreement is permitted under schedule 2 paragraph 5(b), 5(c) and/or 5(d) – processing is necessary for exercising statutory, governmental or other public functions.
- 5.2.5 Schedule 3 condition: The sharing of sensitive personal data in accordance with this Agreement is permitted under schedule 3 paragraph 8(1) – processing is necessary

for medical purposes, and is undertaken by a health professional or by someone who is subject to an equivalent duty of confidentiality.

### **5.3 General Data Protection Regulation (GDPR)**

- 5.3.1 In order for the sharing of personal data to be lawful under GDPR it must be fair and lawful and one of the conditions in Article 6 must be met. A condition under Article 9 must also be met if special categories of data (sensitive data) are processed.
- 5.3.2 As established in paragraphs 5.2.2, 5.2.3 and 5.1, subject to paragraph 6.1 the processing of personal data under this Agreement is both fair and lawful.
- 5.3.3 Article 6 condition: The processing of personal data in accordance with this Agreement is permitted under Article 6 paragraph 1(e) – processing is necessary for the performance of a task carried out in the exercise of official authority vested in the controller. At the time of writing this statement is subject to derogations which are yet to be released. This Information Sharing Agreement will be reviewed once the derogations have been released.
- 5.3.4 Article 9 condition: The processing of special categories of data in accordance with this Agreement is permitted under Article 9 paragraph 2(h) – processing is necessary for the provision of health or social care or the treatment or the management of health or social care systems and services (where processed by or under responsibility of a professional subject to a duty of confidentiality).

## **6. Fair Processing Requirements**

- 6.1 Each partner shall:
  - 6.1.1 effectively inform patients about the ways the information they have provided may be used, who it may be shared with, what shall be shared and for what purpose;
  - 6.1.2 effectively inform patients where they have a right to opt out of sharing their information or select/restrict which elements of their information may or may not be shared and that they can change their mind in the future;
  - 6.1.3 in accordance with the NHS Constitution, where a patient's objections cannot be followed, to effectively inform the patient of the reason why;
  - 6.1.4 effectively inform patients of the implications for the provision of care or treatment, such as the potential risks involved if their records are not made available to health professionals involved in their Direct Care and;
  - 6.1.5 ensure fair processing notices are always in place.