

Halton Borough Council

Joint Agreement with General Practice

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NHS Health Checks Risk Assessment and Data Transfer System

Document Control

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Date	1 October 2013
Date for Review	31 March 2016
Version	1

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Joint Agreement with General Practice
NHS Health Checks Risk Analysis and Data Transfer System

This agreement is required to enable risk analysis and data transfer to support the delivery of NHS Health Checks (HC) for the population of Halton using Graphnet extract software and Docman / Intellisense input.

This agreement will be for the duration of the NHS HC SLA of which it is an integral part.

Summary.

This agreement is necessary to enable safe secure sharing of information across organisational boundaries. This sharing is necessary to:

- Enable the identification of those most at risk of developing one of the long term conditions that the HC screens on behalf of the GP Practice.
- To Provide the GP Practice with a list of those patients who would most benefit from an early assessment.
- Enable reporting against national data sets and local measures.

The participating organisations are :-

- St Helens & Knowsley Health Informatics Service (HIS)
- General Practice as named in the agreement. (Provider)
- Halton Borough Council (Commissioner)
- Halton Health and Well Being Service (aka Bridgewater Health Improvement Team) (Provider)

1.0 General Principles

1.1 The key legislation and guidance affecting the sharing and disclosure of information is set out in Appendix A.

1.2 All participating organisations should be registered as a Data Controller within the terms of the Data Protection Act 1998

1.3 Service users who may be affected by the defined information sharing will be effectively informed.

1.4 Service users will be informed of the information sharing. In the event of an objection this will be recorded and respected.

2.0 The **PARTIES** agree to the following:-

2.1 The **Provider** agrees to

- 2.1.1 Allow data extraction using Graphnet Extract or equivalent approved data extraction software for the purpose of sharing G.P practice data for this Practice by Halton Borough Council on behalf of the patient.
- 2.1.2 Allow the installation of Graphnet Extract or equivalent data extraction software and to facilitate any technical requirement by the HIS to enable this process on behalf of the PCT.
- 2.1.3 Allow install of Download Software to enable the Review and Download of read-code level data from HC into Client Clinical Systems as available, required and appropriate
- 2.1.4 Protect and maintain in the strictest confidence all information and materials to which the client is granted access via the Community of Interest Network
- 2.1.5 Use any confidential information obtained only for the purpose of supporting and facilitating NHS Health Checks, in accordance with relevant legislation (see Appendix A)
- 2.1.6 Notify the Council or HIS immediately upon learning of any improper disclosure or misuse of any confidential information, login or password and take whatever steps are reasonable to halt and remedy, if possible, any such breach of security to prevent further disclosure or misuse.
- 2.1.7 The Provider will ensure that they have a current Data Protection notification with an annual review date, and that their staff are aware of their responsibilities as defined in the Caldicott guidelines on confidentiality.
- 2.1.8 The Provider will identify those employees who will need access to the NHS Health Checks information and ensure appropriate system access documentation is completed and appropriate training is requested, given, and recorded. The Provider will also adhere to the system administration process to ensure that the Council or HIS are notified of any staff changes affecting access rights.
- 2.1.9 The Provider must report any issues or problems arising from the delivery of NHS Health Checks through their support and governance structures.

2.2 The **Commissioner** agrees to:

- 2.2.1 Protect and maintain all data in the strictest confidence.

- 2.2.2 Notify the provider immediately on learning of any improper disclosure or use of any data and take whatever steps are reasonable to halt or otherwise remedy, if possible, any such breach of security, and to take all appropriate steps to regain the data and prevent further misuse or disclosure.
- 2.2.3 Ensure that staff using the systems are made aware of the responsibilities in relation to relevant policies and procedures regarding security and confidentiality of patient information.
- 2.2.4 Ensure that a robust and continuous programme of data quality is in place to ensure validity of patient records and uniformity of clinical data. This programme will be delivered by the HIS Data Quality team.

Signatures

Provider

I/ we agree to abide by the conditions stated in this agreement

Address

Senior/Lead Partner (Print Name)

Signature

Date

Commissioner

Halton Borough Council agree to abide by the conditions stated in this agreement

Name

Title.....

Address :

Signature

Date

APPENDIX A: Key Legislation and Standards

The Data Protection Act 1998

Criminal Justice and Immigration Act 2009

Human Rights Act 2000

Freedom of Information Act 2000

Computer Misuse Act 1990

Copyright Designs & Patents Act 1988 (amended by Copyright (Computer Programs) Regulations 1992)

The Common Law duty of Confidentiality

Electronic Communications Act 2000

ISO 2007:2005