# T4.2 Whole-of-System Student Placement (WoSSP) program patient information sharing agreement

This is a sample agreement only. You will need to prepare specific content for WoSSP information sharing agreements among participating health service providers in consultation with relevant health service program managers.

Information included in this agreement must comply with relevant privacy legislation such as the Victorian Information Privacy Act 2000, the Victorian Health Records Act 2001 and the Charter of Human Rights and Responsibilities Act 2006.

This information sharing agreement defines the arrangements for the shared management of patient information between:

[insert names of local hospital/service area and general practices involved in WoSSP patient-centred curriculum activities].

1. **Introduction and legal context**
   1. The general principles underpinning the sharing of personal information follow [the Victorian Information Privacy Act 2000, the Victorian Health Records Act 2001 and the Charter of Human Rights and Responsibilities Act 2006].
   2. This agreement and the information flows will be reviewed annually.
2. **Purpose of this agreement**
   1. The primary objectives of this agreement are to design formal processes for the exchange of patient information between [insert participating health service providers] and students undertaking placements in the WoSSP program. The agreement is designed to ensure patient confidentiality is maintained and privacy protected. Patient information will be used only for the purpose of student clinical work and in the exchange/update of patient information for record keeping and clinical case management.
   2. This agreement takes into account the effect of relevant legislation (guidance, plus common law) on the way information is shared and used.
3. **Type and extent of information to be shared**
   1. The information shared should include all data required to meet the purpose stated in ‎2.1.
   2. Information pertaining to patients involved in the WoSSP program via their association with the [insert health service providers] will be managed in the following ways:
      1. HARP will make a formal request by email to each general practice to secure a copy of the WoSSP student assessment conducted for each patient (and undertaken at the respective general practices). This information will be kept securely in the patient’s HARP file/record. Students cannot request this information.
      2. Students are not permitted to keep, copy or transport any patient information that has not been de-identified and approved by either the HARP program manager or the patient’s GP.
      3. Patient consent for information-sharing between [insert health service] – HARP, the general practices and WoSSP students must be signed at the first meeting between students and the patient.
      4. At each patient assessment (in the general practice), the GP supervisor will electronically enter information directly into the patient’s record (in keeping with each general practices’ record keeping protocols/systems). This information remains the property of the general practice and the patient.
      5. The exchange of patient information will only be used for the purpose of communicating patient case management plans, referrals and clinical care. Students may use patient information for agreed WoSSP program purposes such as student discussion or written reports only where such information has been de-identified.
      6. In the absence of current or existing protocols between services, all parties will refer to this protocol where information sharing requests for WoSSP patient information is made between services/programs.
4. **Security**
   1. Each partner will ensure they take appropriate technical and organisational care against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
5. **Complaints and breaches**
   1. All complaints or breaches relative to this agreement will be notified to the respective program or service heads in accordance with their respective policies and procedures. Any breach of this agreement by a student will be referred to the WoSSP clinical educator and the matter referred to the student’s academic institution. [Insert name and contact details for your WoSSP clinical educator].
6. **Closure/termination of this agreement**
   1. Any party can suspend this agreement for 30 days if they feel that security has been breached to allow appropriate investigation and analysis.
   2. Termination or completion of this information sharing agreement must be given in writing with at least 30 days notice.

## Signatories

I have read, understood and agree to abide by the terms and conditions of this agreement.

* All patient information will only be used for the purposes defined and listed in the agreement
* Information received under this agreement will not be disclosed to another agency or program.

**Signed on behalf of [insert name of health service provider]**

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Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed on behalf of [insert name of health service provider]**

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Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed on behalf of [insert name of health service provider]**

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Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed on behalf of [insert name of health education partner]**

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Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_