

OPC Data Service for the ARRISA-UK Study

Optimum Patient Care Ltd (OPC) is a social enterprise which provides clinical review and reporting services, research support services, and data services in primary care. OPC Data Service provides data and reporting for healthcare projects. OPC Services are steered by a committee of leading experts and clinicians and governed by the OPC Independent Oversight Committee (OPC-IOC). Please refer to our service information or visit our website www.optimumpatientcare.org for details of all our services.

Data Extraction & Anonymisation

OPC extracts GP practice data from the GP clinical system using remote data extraction and if necessary, using manual/MIQUEST extraction. We work in partnership with Apollo Software Solutions Ltd (Apollo), a leading supplier of NHS primary care clinical audit services, to undertake remote data extractions. Data extraction will involve remote access, installation and running of necessary software (*please see details provided under Apollo EULA*) and provision of technical support.

The initial data extraction is a 'bulk' or full extraction and requires GP practice support to set up. Subsequent regular (monthly) extractions are incremental and require minimal input from the GP practice. Patients who opt out from sharing their data must be appropriately coded in the GP clinical system. Their data will not be extracted at source and will not be imported into the OPC database. All data extracted is pseudo-anonymised at source or at the GP practice for service provision. The service implements the SHA-256 one-way hashing algorithm designed by the National Security Agency (NSA) to anonymise the NHS number of patient data at source and patient identifiable information is removed before entry into the Optimum Patient Care Service Database (OPCSD).

Caldicott Principles, Confidentiality & Data Protection

OPC Data Service is provided in line with Caldicott Principles and only for medically justifiable purposes. All OPC Services are provided under strict Confidentiality and Data Protection Policies, which safeguard confidential information that it may collect, create or process, in compliance with the Data Protection Act 1998 and the NHS HSCIC Information Governance Toolkit, to provide assurance to patients, GP practices and service users. OPC acts as 'Data Processors' under the guidance of the GP practice, who are the 'Data Controllers' within the terms of the Data Protection Act 1998. OPC operates a strict anonymised data service which does not permit use or sharing of patient identifiable data outside the GP practice.

Contact Us

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Please complete in **BLOCK CAPITALS** (all fields are mandatory) and sign the Agreement below:

Project / Study:	
ARRISA-UK (At-Risk Registers Integrated into primary care to Stop Asthma crises in the UK)	
Practice Name:	Practice Code:
Practice List Size:	CCG / Health Board:
Practice Address:	Clinical System:
Post Code:	Telephone:
Practice Manager or Designated Contact:	Email:
	Telephone:
Consent & Agreements:	
<ul style="list-style-type: none"> ▪ Anonymous patient data is supplied to Optimum Patient Care Ltd (OPC) by Apollo Medical Software Solutions Ltd (Apollo). I hereby give consent for Apollo to extract data as set out in this Service Agreement and Apollo EULA. I understand and authorise the remote and/or manual data extraction processes required to conduct the OPC Data Service, including installation and running of Apollo software and remote access by Apollo. ▪ I understand that no patient identifiable information or data will leave the GP practice in the conduct of the OPC Data Service. ▪ I authorise OPC to review and process the anonymised GP practice data for each patient. I understand and agree that this may be repeated with regular and ad hoc data verification and validation exercises. The extraction period for ARRISA-UK will continue during the follow up year of the study and the final data extraction for the study will occur within 3 months of the end of the study follow up year. ▪ I authorise OPC staff to work on behalf of the GP practice to perform processes necessary to provide the OPC Data Service. I understand that this may involve OPC staff having supervised access to patient identifiable data while working at the GP practice solely for the purpose of the ARRISA-UK study. <p>I hereby confirm that I have read and understood all the terms and processes above. I agree and authorise Optimum Patient Care to provide the OPC Data Service at the above named General Practice.</p>	
Authorising GP / Data Controller:	Job Title:
Signature:	Date:
Optional (not required for participation in ARRISA-UK)	
<ul style="list-style-type: none"> ▪ I agree and authorise anonymous data collected for the ARRISA-UK Study to be retained in the OPC Research Database (OPCRD) for anonymous ethical approved research after completion of the study. <p>OPCRD has been ethically approved by the NHS Health Research Authority (REC ref: 15/EM/0150). Anonymous data from OPCRD is used to conduct anonymous healthcare and scientific research to further our knowledge of healthcare to improve patient outcomes. All research conducted using anonymous data from OPCRD must gain prior approval from the Anonymised Data Ethics Protocol & Transparency (ADEPT) committee.</p>	
Signature:	Date:

GP Practice Data Consent Form for Apollo SQLSuite & EULA



GP Practice Details

Please complete the following information in block capitals, **all fields are mandatory**.

GP National Code:	Address of Practice:
Name of Practice:	
Clinical System and Version:	Clinical System Practice Number/Code:
Practice Manager Name:	Practice Manager Email:
Lead GP Name:	Telephone no. of Practice:

GP Data Controller Signature

The purpose of this form is to obtain consent from the GP practice data controller to allow your clinical system provider to make available all patient data via their GPSoC Bulk Data Interface in order to populate the Apollo SQL Suite software installed at the GP practice. This data will be securely stored and remain at the GP practice and no patient identifiable data will be used outside the GP practice unless a separate data sharing agreement has been agreed and signed by the GP practice data controller.

On behalf of the practice named above, I confirm that I am authorised to grant consent for the purpose above on behalf of the whole GP practice.

Data Controller Job Title:		
Print name:		
	(this must be the data controller or person with delegated responsibility, no other signatories are acceptable)	
Signature:		Date:

Apollo EULA (End User Licence Agreement)

This End User Licence Agreement (the “Agreement”) is made between: Apollo Medical Software Solutions Ltd (“us/we”) and the GP Practice Manager as the end user (“you”).

“Software” means any Apollo software or components required that downloads data, schedules extracts to run at desired frequency, extracts the data, encrypts it and sends it to required destination (and such changes/updates that we may provide to you from time to time).

By installing this software, you agree to be bound by the terms of this Agreement.

1. LICENCE

1.1 Apollo hereby grants to GP a non-exclusive, non-transferable, limited right to use the Software for the term of this agreement, for the purpose of producing data extracts and for Apollo downloading data, updating schedules and updating extract queries where the same are consented to by patients, provided that GP must not:

- 1.1.1. Decompile, reverse engineer, disassemble, or otherwise reduce the software to a human readable form, except as permitted by law;
- 1.1.2. modify, adapt, enhance, prepare derivative works or otherwise alter the Software; or otherwise translate, decipher, decrypt, disassemble, reverse engineer or otherwise attempt to discover the source code or any internal data files of any portion of the Software (including third party embedded software); or copy, reproduce, sell, distribute, licence, rent or otherwise allow access to the Software or any part of it; or
- 1.1.3. Make copies of the software other than one copy in machine readable form solely for back-up purposes.

1.2 Apollo shall disable the software in the event of GP unauthorised use of the software and/or following the expiry of this agreement.

2. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

2.1. Apollo owns the copyright in the software and of any authorised copies the GP makes.

2.2 The Licensee acknowledges that all Intellectual Property Rights in the Software and any modifications or upgrades thereto belong and shall belong to Apollo, and the Licensee shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Agreement

2.3 GP owns only the medium on which the software is recorded or fixed.

2.4 Intellectual Property rights shall mean patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, rights in computer software, database rights, rights in confidential information and any other technical property rights including technical infrastructure, methodologies, in each case whether registered or unregistered and including all applications (and rights to apply for), and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

3. DISCLAIMER OF WARRANTY AND TECHNICAL SUPPORT

3.1. Except as otherwise expressly set out in this Agreement, the Software is licensed on an “as is” basis, without any technical support or warranty of any kind from Apollo including, without limitation, a warranty of satisfactory quality, fitness for a particular purpose and non-infringement of third party intellectual property rights.

4. LIABILITY

4.1. Neither Apollo nor any of Apollo directors, officers, employees, subcontractors or agents shall be liable to GP (including without limitation, in contract, negligence and tort liability) for any loss of profit, loss of revenue, loss of opportunity or goodwill or for any consequential or indirect loss or damage in connection with this agreement. GP acknowledges that the software has been provided on the basis of this restriction of liability.

4.2 The liability of either party in connection with this agreement shall not exceed £100,000.

4.3 To the maximum extent permitted by applicable law, in no event shall Apollo be liable for any other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use of or inability to use the software even if Apollo has been advised of the possibility of such damages.

5. TERMINATION

5.1. This Agreement shall be deemed to have commenced on the date the software is installed (“the Effective Date”) and, unless terminated earlier in accordance with the terms of this Agreement, shall continue until Apollo notifies the GP of its intention to terminate, such notice shall provide the date of termination (“the Term”).

6. GENERAL

6.1. This agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreement or understandings, whether written or oral.

6.2. Any person who is not a party to this agreement shall have no right to enforce any term against us under the Contract (Rights of Third Parties) Act 1999

6.3. Assignment. The Licensee may not assign, in whole or in part, its benefits or obligations under this Agreement without the prior written consent of Apollo.

6.4. Rights cumulative. The rights and remedies provided in this Agreement are in addition to, and do not exclude, any rights and remedies provided by law.

6.5. Waivers. No right under this Agreement shall be deemed to be waived except by notice in writing signed by each Party. This clause may only be waived in writing. A waiver by a Party pursuant to this clause shall not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

6.6. Governing Law: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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