



BSUG Database - Caldicott Guardian Information (2018).

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Background

The British Society of Urogynaecology (“**BSUG**”) is a National group of gynaecologists with a special interest and expertise in the treatment of incontinence and prolapse.

BSUG has developed a database (“**BSUG Database**”) of clinical and surgical data for the purposes of publishing *anonymous* statistical information for audit and research purposes. The database also allows Trusts, Health Boards, Units and Individual Consultants to audit their own practice to make sure that it is as safe and effective as possible.

The first patient was added to the BSUG Database in March 2007. There are currently more than 115 000 patients, 122 000 episodes and 190 000 procedures recorded (some patients have more than one episode or procedure). There are more than 250 registered centres and 400 users.

The database is hosted with Daisy Communications on an aggregated N3 link and is only available to N3 connected computers. Daisy Communications is IGSoc and ISO27001 accredited.

The Database is accessed by web browser and runs on a 256 AES SSL connection.

Each user has to register with BSUG and is verified by the BSUG administrator before being given a login.

Passwords need to change every 90 days and must be of a strong format (at least 8 characters, a combination of numbers, upper and lower case letters and at least one special character like ! or % e.g. Aa12345%).

Patient identifiable data (“**Patient Identifiable Data**”) is restricted to 3 fields none of which are compulsory but a minimum amount of data must be inputted so the episode of care can be retrieved to add follow-up data. The fields are: Name, Date of Birth and NHS number / Hospital number. The link to Patient Identifiable Data is encrypted to NHS standards.

Patient data is only viewable to the consultant or their deputy who recorded it. Reports only contain statistical data without Patient Identifiable Data. Centre managers can run reports across all their centres data but again is limited to statistical outputs.

The BSUG administrator can run National level reports which are limited to statistical outputs and contain no Patient Identifiable Data.

We recommend that this document is submitted to each centre’s Caldicott Guardians before registering to use the database.



Terms of Use

This document sets out the terms under which BSUG allows its members to add information to its database (**BSUG Database**) of clinical and surgical - and the terms governing the use of the database.

1. Interpretation

In these Terms of Use, the following definitions shall apply:

| | |
|----------------------------------|--|
| BSUG | The unincorporated association of Consultant Gynaecologists and Associate members known as the British Society of Urogynaecology; The British Society of Urogynaecology is a charity registered in England (Number 1143157) and has its registered office at c/o RCOG, 27 Sussex Place, Regents Park, London NW1 4RG; |
| BSUG Database | The database of clinical and surgical data relating to gynaecological procedures which is owned and operated by BSUG and is powered by BSUG's proprietary software; |
| Consultant | A Consultant who subscribes as a user of the BSUG Database; |
| GDPR | General Data Protection Regulation (2018); |
| Patient Identifiable Data | A patient's name and/or date of birth and/or hospital number together with any other data from which an individual patient could be identified; |
| Record | A patient record on the BSUG Database, containing clinical and surgical data, which may include Patient Identifiable Data or be in an anonymous form and 'Records' shall be interpreted accordingly. |

2. Consultant's Warranties

- 2.1 If the Consultant is an NHS employee, he/she warrants that he/she has obtained consent from his/her NHS Trust (or Health Board) to add Patient Identifiable Data relating to his/her NHS patients to the BSUG Database.
- 2.2 When creating a Record on the BSUG Database, the Consultant shall be deemed to warrant that the patient has consented to the disclosure into the BSUG Database of their Patient Identifiable Data and the processing to be carried out by BSUG on the terms of BSUG's current approved wording.

3. Acceptable Use by Consultants

- 3.1 The Consultant's access to the BSUG Database is limited to the Records which he/she and/or his/her deputy have added. The Consultant must not attempt to gain access to any other Records stored in the BSUG Database, save that access to Records which have been created by other consultants (with Patient Identifiable Data removed) is permitted within the same centre by arrangement with BSUG and with the agreement of all of the consultant's concerned.
- 3.2 The Consultant may only use the data in the BSUG Database for the purpose of auditing operation demographics, indications, outcomes and complications. Records must never be used for the purpose of making decisions about the treatment of the patient.
- 3.3 The Consultant will be subject to the same legal and professional duties to keep Patient Identifiable Data in the BSUG Database or which he/she has extracted from the BSUG Database confidential as he/she is under in relation to clinical records. In particular, the Consultant shall:
 - 3.3.1 Always log-out of any computer system or application when work on the BSUG Database has finished;
 - 3.3.2 Not leave a terminal unattended and logged in from which a third-party could access the BSUG Database;
 - 3.3.3 Not share his/her user name and password with any other person;
 - 3.3.4 Change his/her password at regular intervals. It is suggested that this is done at intervals of not greater than 90 days;
 - 3.3.5 Avoid using short passwords, or using names or words that are known to be associated with him/her.
- 3.4 The Consultant shall not knowingly enter information which is inaccurate into the BSUG Database. The Consultant will use reasonable endeavours to ensure that Records which are created are from consecutive cases and completed and updated as necessary. Records should not be created in anonymous form, as Patient Identifiable Data will be required to enable updating to take place.
- 3.5 The consultant agrees to delete any Record or remove Patient Identifiable Data from that Record (whichever is requested) where the patient requests this locally. (A delete function is built into the BSUG database).

4. Acceptable Use by BSUG

- 4.1 BSUG is the data controller, within the meaning of the General Data Protection Regulation (2018), in relation to the Patient Identifiable Data stored in the BSUG Database. BSUG will only process Patient Identifiable Data for the purpose of publishing *anonymous* statistical information for research, to establish a national dataset and to enable individual NHS Trusts (or Health Boards) and consultants to audit operation demographics, indications, outcomes and complications.
- 4.2 BSUG acknowledges that Patient Identifiable Data disclosed by the Consultant will be confidential information of the patients. Accordingly, BSUG will not disclose this data to any third parties, except in the following circumstances:
- 4.2.1 The disclosure is to an information technology service provider of BSUG, with whom BSUG has a written contract pursuant to which the supplier has undertaken not to process the Patient Identifiable Data except in accordance with BSUG's instructions and to take appropriate technical and organisational measures to safeguard the security and integrity of the Patient Identifiable Data;
- 4.2.2 The disclosure is to the Consultant;
- 4.2.3 The disclosure is of Patient Identifiable Data in relation to an NHS Patient and the disclosure is made to the NHS Trust (or Health Board) through which the patient received any of the treatment to which the data relate;
- 4.2.4 The disclosure is to BSUG or any legal entity which is wholly owned by BSUG for processing strictly in accordance with these Terms of Use (in the form that they were in when the Consultant subscribed as a user of the BSUG Database); or
- 4.2.5 The disclosure is required by law or is otherwise in accordance with the General Data Protection Regulation (GDPR) and the law of privacy.
- 4.3 The information comprised in Records added to the database may be published to the public or a section of the public by BSUG if the patient's name and hospital number are removed, such that it is not possible to identify a patient from the data.
- 4.4 BSUG currently protects the security of Patient Identifiable Data by hosting it within the NHS N3 Network.

5. Intellectual Property Rights

- 5.1 BSUG shall own all copyright and database right (if any) in the Records added to the BSUG Database by the Consultant.

6. Termination of Service/Removal of Data

- 6.1 BSUG reserves the right to withdraw the Consultant's access to the BSUG Database at any time.
- 6.2 Notwithstanding any other provision of this agreement, the Consultant shall be entitled to delete any Record or remove the Patient Identifiable Data from that Record which he/she enters into the Database during the period of his subscription. For the period of 12 months after the Consultant's subscription has ended, the Consultant shall be entitled to request (by written notice to BSUG at its registered office address) that BSUG delete or procure the deletion of any Record(s) or Patient Identifiable Data which the Consultant has added to the BSUG Database. All such data shall be deleted within 60 days of receipt of the Consultant's notice.
- 6.3 BSUG will also delete Records and/or Patient Information Data entered by the Consultant where:
- 6.3.1 The patient has requested this or has withdrawn her consent to the processing being undertaken by BSUG; or
- 6.3.2 In the case of Patient Identifiable Data which relates to NHS Patients, the relevant NHS Trust (or Health Board) has requested its deletion; or
- 6.3.3 If the deletion of the Record and/or Patient Identifiable Data is deemed by BSUG (at its sole discretion) to be appropriate.
- 6.4 Subject to the foregoing, Patient Identifiable Data may be retained by BSUG for an indefinite period, as is permitted under the General Data Protection Regulation (2018) in relation to personal data which is processed only for the purposes of research.

7. Your Personal Information

- 7.1 BSUG will not disclose the Consultant's personal information provided during the registration process (including your name, email address and hospital), except in the following circumstances:
- 7.1.1 The disclosure is to BSUG or any legal entity which is wholly owned by BSUG (where the recipient agrees to comply with this clause 8.1 in relation to onward disclosure); or
- 7.1.2 The disclosure would be lawful under the General Data Protection Regulation (2018) or is required by law.

8. Variation

- 8.1 BSUG may vary these Terms of Use at any time. All variations will apply to the Consultant 14 days after the Consultant has received notice from BSUG (by email) of the revised Terms of



Use, but will not alter the provisions relating to data protection and confidentiality applicable to data which has already been disclosed to BSUG. The sending of an email to the

email address associated with the Consultant's account shall be sufficient service for this purpose and all other purposes under these Terms of Use.

9. Miscellaneous

- 9.1 These Terms of Use does not include any licence of intellectual property rights not expressly and clearly granted.
- 9.2 These Terms of Use are subject to the laws of England and Wales and any disputes arising under or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the courts of England and Wales (save that this clause shall not prevent BSUG bringing proceedings against the Consultant in any other jurisdiction).
- 9.3 The benefit of the contract created on these Terms of Use shall not be assignable by the Consultant, but may be assigned (in whole or in part) by BSUG to an entity referred to in clause 8.1.
- 9.4 Access to the BSUG Database and application is provided on a without warranty basis and BSUG can accept no liability for any loss or corruption of information uploaded or any unavailability of the service.



CODE OF CONDUCT for users of the BSUG database

DO NOT BREACH PATIENT CONFIDENTIALITY – Safeguard confidential information by following the basic rules listed below.

DO NOT DISCLOSE PATIENT INFORMATION TO ANYONE WHO IS NOT AUTHORISED TO RECEIVE IT – this includes staff not directly involved in the care of the patient

DO NOT DIVULGE YOUR COMPUTER OR SECURITY PASSWORDS TO ANY OTHER PERSON – If you suspect someone knows your password then you must change it immediately

DO NOT USE SOMEONE ELSE'S PASSWORD TO GAIN ACCESS TO INFORMATION

DO NOT LEAVE A COMPUTER TERMINAL OR PC LOGGED ONTO THE SYSTEM UNATTENDED

DO NOT LEAVE PATIENT'S BSUG RECORDS UNATTENDED, especially in public areas.

DO NOT DOWNLOAD PATIENT IDENTIFIABLE INFORMATION FROM THE SYSTEMS ONTO ANOTHER COMPUTER SYSTEM without permission from the BSUG Committee

DO NOT WILFULLY RECORD INACCURATE DATA - All information must be, to the best of your knowledge, accurate and up-to-date

DO NOT ACCESS INFORMATION ABOUT YOURSELF, YOUR RELATIVES OR FRIENDS – You do not have an automatic right to such information

DO NOT GIVE CONFIDENTIAL INFORMATION OVER THE 'PHONE OR VIA FAX without first checking the identity and authority of the caller/receiver.

DO NOT PUT CONFIDENTIAL WASTE INTO ANYTHING OTHER THAN A FACILITY APPROVED CONFIDENTIAL WASTE BAG.

TRY TO MINIMISE ANY PRINTING OR RECORDS AND REPORTS AND IF YOU DO NEED TO PRINT OUT DATA ENSURE THAT IT IS USED AND DISPOSED SECURELY.

FINALLY, DO NOT HESITATE TO SEEK ADVICE ON SECURITY IF YOU ARE NOT SURE.



BRITISH SOCIETY OF UROGYNÆCOLOGY (BSUG) DATABASE – PATIENT INFORMATION.

Dear Patient,

The British Society of Urogynaecology (“BSUG”) is a National group of gynaecologists with a special interest and expertise in the treatment of incontinence and prolapse. BSUG is a Registered Charity (Number – 1143157).

BSUG has developed a Database of clinical and surgical information which we hope will make procedures as safe and effective as possible. Hospital Trusts and individual Consultants can use this information to look at their practice and make any necessary changes to improve patient care.

We would like your permission to record some important information about you and your operation on the BSUG Database to ensure that we continue to provide the best surgical procedures possible. We emphasise that all information drawn from this will be anonymous so that nobody apart from your Consultant team will have any identifying information about you. Your Consultant team will also hopefully collect information about the outcome of your operation so that it is possible to look at success rates and potential complications associated with individual procedures. National reports looking at operations performed across the UK will also be produced by BSUG but these will contain NO identifying features relating to you personally.

The patient information held in the BSUG database comprises: Name, Hospital Number and Date of Birth (“Patient Identifiable Data”) together with clinical and surgical information. The “Patient Identifiable Data” is all held securely on the NHS computer network (N3) and managed in line with the General Data Protection Regulation (GDPR) (2018).

BSUG uses the services of a specialist information technology company (ICE ICT) to host the BSUG Database. They have agreed to adopt appropriate technical and organisation measures to protect the security of your “Patient Identifiable Data” and only to process it in accordance with BSUG’s instructions.

If you agree to let us enter information about your condition, procedure and outcome on the BSUG database, then you will be asked to sign a specific consent form to make sure you give your agreement. If you do not want your case to be recorded on the BSUG database your care will not be affected in any way.

Please note that you can request access to view your entry on the BSUG database from your consultant team and can request that this is deleted at any time by sending a written notice to your consultant OR to the following address:

BSUG c/o BSUG, Registered charity no: 1143157, Royal College of Obstetricians & Gynaecologists
27 Sussex Place Regents Park London NW1 4RG.

If you think that there is a problem with the way in which we are handling your data please inform us or you can complain to the Information Commissioner’s Office.

BSUG Database Committee 2018



THE BRITISH SOCIETY OF UROGYNAECOLOGY (BSUG) DATABASE – PATIENT CONSENT FORM

Dear Patient,

The British Society of Urogynaecology (“BSUG”) is a National group of gynaecologists with a special interest and expertise in the treatment of incontinence and prolapse. BSUG is a Registered Charity (Number – 1143157).

BSUG has developed a Database of clinical and surgical information which we hope will make procedures as safe and effective as possible. Hospital Trusts and individual Consultants can use this information to look at their practice and make any necessary changes to improve patient care.

The patient information held in the BSUG database comprises: Name, Hospital Number and Date of Birth (“Patient Identifiable Data”) together with clinical and surgical information. The “Patient Identifiable Data” is held securely on the NHS computer network (N3) and can only be accessed by your consultant.

The information on the BSUG database is recorded in line with the General Data Protection Regulation (GDPR) (2018).

If you agree to allow us to enter your Patient Identifiable Data into the BSUG database this will signify your consent to the following:

1. The processing of my Patient Identifiable Data and clinical information by BSUG for research and auditing purposes as outlined above.
2. The disclosure by BSUG of my Patient Identifiable Data and clinical information to its information technology service providers (ICE ICT), where such suppliers have agreed to adopt appropriate technical and organisation measures to protect the security of my Patient Identifiable Data and only to process it in accordance with BSUG’s instructions.

Please note that you can request access to view your entry on the BSUG database from your consultant team and can request that this is deleted at any time by sending a written notice to your consultant OR to the following address:

BSUG c/o BSUG, Registered charity no: 1143157, Royal College of Obstetricians & Gynaecologists
27 Sussex Place Regents Park London NW1 4RG.

Please indicate that you have read and understood this consent form relating to the BSUG database and agree to have your case added by signing below:

Signed.....

Date...../...../.....

Print Name.....

Name of person obtaining consent:

Please ask if you would like a copy of this consent form.

BSUG Database Committee 2018