

<b>Reference:</b>	FOI.9598.22
<b>Subject:</b>	Minutes of meetings between Hywel Dda University Health Board (UHB) and Argyle Medical Practice
<b>Date of Request:</b>	9 August 2022

**Requested:**

I have been informed by the office of Eluned Morgan, Minister for Health & Social Care, which Hywel Dda HB meets weekly with the Management of the Argyle Medical Group.

The purpose of the meetings is to discuss staffing problems and associated issues at the Argyle Medical Group, Pembroke Dock.

I formally request copies of the Minutes from the last 3 meetings and matters arising. I look forward to your reply within the required frame.

**Response:**

The UHB does not hold the information being requested, as the meetings held between representatives of the UHB and the management of Argyle Medical Group are informal conversations, with no formal minutes being taken.

However, the UHB has a duty under the Section 45 Freedom of Information Code of Practice to provide advice and assistance; it is under this duty that we can confirm that whilst no formal minutes are held, informal notes were taken by some employees that attended the meeting.

As the information requested from Hywel Dda University Health Board (UHB) relates to third parties, the UHB considers that under the Freedom of Information Act 2000 (FoIA), Section 43 applies, as answering would be prejudicial to their commercial interests. Section 43(2) exempts information, disclosure of which would or would be likely to prejudice the commercial interests of any person, in this case the provider listed above. Commercial interests may be prejudiced where disclosure would, or would be likely to:

- Weaken a company's position in a competitive environment by revealing market sensitive information or information of potential usefulness to its competitors
- Damage a company's business reputation or the confidence that customers/users, suppliers or investors may have in it.

This exemption is qualified; therefore, even if information falls within Section 43, public authorities must then apply the public interest test set out in Section 2(2)(b).

The information can only be withheld if the public interest in maintaining the exemption outweighs the public interest in disclosure.

**In favour of disclosure:** There is a public interest in transparency and accountability of the activities being undertaken by a General Practice in delivering its contractual duties and in how its delivery is overseen by the respective Local Health Board. Where there are challenges being experienced and action being taken to address these, it is of benefit to the service users to be given fuller detail to aid their understanding of the circumstances, which could aid reputation and ease concern within the community.

**Against Disclosure:** Disclosure of this information would have a direct impact and cause substantial harm to the Practice, as it could highlight issues which may be detrimental to a Practice's reputation and in turn, jeopardise its General Practice contract. The UHB has a duty to work with the Practice and support it in overcoming challenges, to aid its service delivery and ability to fulfil contractual obligations. Disclosure of the notes without additional narrative or context could lead to a misunderstanding of the position and damage the Practice's reputation and ability to implement required measures due to direct repercussion from the disclosure. Additionally, disclosure of the notes could impact the UHB's relationship with the Practice and hinder any positive steps being taken to address the challenges faced, and thus impact the contractual relationship between the two parties.

**Decision:-** The UHB has considered the views of the relevant third party and considers that it is not within the public interest to disclose the information. The informal notes were not produced with the intention of public view and as a result, the UHB believes that the notes could be misinterpreted or be used to draw conclusion and circulate misinformation about the Practice. This would have a direct impact on the Practice's ability to continue with delivery of its contractual obligations and impact its reputation and ability to serve its patients.