**DATA SHARING AGREEMENT**

**Introduction**

This Data Sharing Agreement facilitates the lawful, safe and secure sharing of information, according to the General Data Protection Regulation (GDPR) 2018 and the Data Protection Act 2018, between the GP practice and the Care home/pharmacy on behalf of all residents registered at the home. For the purposes of this Agreement, the GP practice (shown below) shall own the data and will be Data Controller(s). The Data Controller is the organisation (or person) that “determines the purposes and means of the processor of personal [and special category] data, and has overall control of how, why, what, when and where the data the data is processed and the duration of the processing.

**Purpose of the Agreement**

Your agreement is necessary to:

|  |
| --- |
| * deliver preventative medicine
* deliver health and social care or treatment
* improve the life circumstances and outcomes of residents in care settings people and their family members;
* improve the life circumstances and outcomes of older persons, older persons living with dementia and their family members;
 |

The risk(s) of not sharing this information is/are:

* Failure to protect the vital interests of Care home
* Failure to provide adequate health, education or social work services with the consequences of this for all residents in a social care setting
* Failure to detect/prevent safeguarding or to report a crime

**Lawful Basis for Sharing**

The data disclosed will be relevant to the stated purpose(s) of this agreement and the minimum necessary to achieve the purpose(s).

*There are 2 legal bases are relevant.*

1. *When a patient or their representative gives consent then the legal basis is:*
* *The individual has given clear consent for you to process their personal data for a specific purpose.*
1. *Where the Care home has a clinician as an appointed advocate then the legal basis is legitimate interests*
* *the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual’s personal data which overrides those legitimate interests.*

**Information to be Shared**

The personal and special category data to be shared may include the following:

Name, address, date of birth, NHS number,

Practice to fill in as appropriate, the level of proxy access for the care home.

|  |  |
| --- | --- |
| **Level of access for online services for the care home** | **Access to be granted** |
| Repeat medicines for the purpose of ordering |[ ]
| Ability to make/cancel appointments |[ ]
| Access to messaging regarding medicines ordering for variable repeats/acutes |[ ]

**Information Security**

The information will be transferred securely by way of secure NHSmail, or electronic transfer.Including taking measures to ensure that only the intended recipient can view it, either through role-based access controls or encryption technology. The Recipient will mark the information as confidential and restricted and keep it securely.

Personal data will **not** be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data, which is consistent with the UK’s data protection legislation.

**Information Accuracy, Use, Retention and Deletion**

The accuracy of the data shared with the care home/pharmacy will be the responsibility of the GP practice*.* The GP practice will therefore ensure that the data is accurate and up to date before the data is disclosed*.* If the GP practice becomes aware of any inaccuracies in shared data, it has shared the GP practice should inform the other party(ies) immediately for the data to be corrected or recalled.

The care homemust not share the information with any third party without the written consent oftheGP practice and subject to entering into a separate Data Sharing Agreement, the terms of which must be approved by the GP practice.

**Signatories to Agreement and Date**

Care home (Block Capitals) :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Care Home Manager Responsible person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Care Home Manager Responsible person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

GP Practice name (Block Capitals): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Practice Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of data owner/controller Practice Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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