# Data sharing agreement | Proxy access to GP online services by care staff

This data sharing agreement is between:

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| **Name of GP practice** |  |
| **Name of care home** |  |

## Introduction

This Data Sharing Agreement facilitates the lawful, safe and secure sharing of information between the named GP practice and the named care home on behalf of all residents registered at the home, according to the General Data Protection Regulation (GDPR) 2018 and the Data Protection Act 2018.

This use of data is in connection with the provision of direct care.

For the purposes of this Agreement **<insert GP practice name>** 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, where the data is processed and the duration of the processing.

Purpose of the agreement

This agreement is necessary to:

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| --- | --- |
| * deliver preventative medicine
* conduct medical diagnosis
* deliver health and social care or treatment
* identify those at risk of an unplanned hospital admission
* improve the life circumstances and outcomes of residents in care settings and their family members
* improve the life circumstances and outcomes for older people, older people living with dementia and their family members
* reduce the number of older people whose life circumstances and experiences make them at risk of harm
* share information where relevant and agreed for direct care
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## 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).

The sharing of data is necessary for the exercise of statutory functions conferred on the parties as follows:

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| --- | --- |
| **Party** | **Statutory function** |
| GP Practices National Health Services Act 2006 – Part 1 | Promotion and provision of the Health Service in England |
| GP Practices Health and Social Care Act 2012 – Sections 1 to 8 | Duty to promote comprehensive health services, improve quality of services, reduce inequalities, promote autonomy, conduct research, deliver education and training, observance of the NHS Constitution and report and review performance of providers |

## GDPR conditions

This agreement and processing of data relies on the following basis:

* **Article 6 1E**

The lawful basis we rely on to process personal data is article 6(1)(e) of the GDPR, which allows us to process personal data when this is necessary to perform our duty of care

* **Article 9 Paragraph 2H**

To lawfully process special category data, parties to this agreement must identify both a lawful basis under Article 6 of the GDPR and a separate condition for processing under Article 9. This covers the provision of health or social care treatment

## Information to be shared

The personal and special category data to be shared may include name, address, date of birth, NHS number, and a full range of other confidential and sensitive information available to access in the GP record.

When consent to proxy access is being obtained, it is important to make clear the purpose or purposes for which it will be used and agreed locally between the practice/s and care home/s. If the purpose or purposes change, a new consent should be obtained.

## Information security

The information will be transferred securely by way of secure NHSmail or an accredited alternative form of secure electronic transfer, commonly email. There must be controls in place 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 data shared with the care home 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 data it has shared, the GP practice should inform the other party(ies) immediately and the data corrected or recalled.

The care homemust not share the information with any third party without the written consent oftheGP practice and then it is 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

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| --- | --- |
| Name of care home (block capitals) |  |
| Name of care home manager/responsible person  |  |
| Signature of care home manager/responsible person  |  |
| Date |  |
| Name of GP practice manager/responsible person |  |
| Signature of GP practice manager/responsible person |  |
| Date |  |