

## DATA SHARING SCHEDULE

### 1. Personal Data to be shared

#### Personal Data

Dates of birth

Contact details

Financial Information

Names, addresses and contact information for carers and financial representatives.

#### Special Category Data

Ethnic origin

Medical history description

Details of physical health

Details of mental health

Health and social care needs of the individual

Required medication

#### Other Personal Data provided

Medicines administered

Incidents such as falls, and safeguarding incidents

Change in resident's health and where it has been necessary to involve health care professionals

At the commencement of each ISUPA and each time Bolton Council's Support Plan is updated to reflect changes relevant to a Resident, Bolton Council will share Personal Data and Special Category Data with the Provider. The Provider will then share Personal Data and Special Category Data with Bolton Council, which Personal Data shall be contained within the Provider's Support Plan. Both the Provider and Commissioner will be Data Controllers.

Each party is legally responsible for ensuring that their use of Personal Data and Special Category Data is lawful, properly controlled and upholds the rights of individuals.

When an individual moves into the Care Home and becomes a Resident the Provider's Staff will use Bolton Council's Support Plan to develop the Provider's Support Plan.

The Provider's Staff will record information about the care received by the Resident. All members of the Provider's Staff are also obliged to record information about the medicines administered to the Resident. These records will comprise paper and electronic records, practice will vary across the Care Home.

The information relating to a Resident's health and medicines together with accidents, incidents, falls and safeguarding concerns must be shared with the CQC.

A Resident may sometimes be discharged to different care settings, in these instances the move will be facilitated by the Resident's Care Manager who will provide a new Support Plan and transfer any care records.

### 2. Basis for sharing Personal Data

The Care Act 2014

The Personal Data and Special Category Data is being shared between Bolton Council and the Provider, being two Data Controllers.

Save where there is a legal gateway to share the Personal Data and Special Category Data without consent, Bolton Council and the Provider shall obtain consent prior to data sharing.

### **3. Purpose**

The Contract is required to facilitate the provision of personal care and accommodation within the Care Home for individuals who have been assessed as eligible for residential or nursing care.

The Services will be provided to Residents with a range of behaviours and disabilities, some of which may be profound. Some Residents may have complex needs and some may be very vulnerable.

To enable Bolton Council to meet its duties under the Care Act 2014, Bolton Council must ensure that it has a contract in place with any care home provider appropriately registered with the health and social care regulator the Care Quality Commission (CQC).

This affects approximately 1,400 people annually.

Bolton Council maintains strong links with the Provider through monitoring and meetings.

### **4. Transmission of Personal Data**

Electronic Personal Data will only be shared via a secure email solution.

Personal Data stored on physical media, including paper will only be shared by way of hand delivery or by tracked secure courier, requiring a signature.

Any paper copies shared will be secured in an opaque secure envelope marked "restricted".

### **5. Security of Personal Data**

Following receipt of the Personal Data detailed in section 1 above, the Personal Data shall be secured in accordance with the Data Protection Legislation.

### **6. Retention of Personal Data**

All Personal Data will be retained in accordance with the Data Protection Legislation and any requirements within the Agreement provided, the Data Protection Legislation shall always take precedence.

### **7. Destruction of Personal Data**

All Personal Data shared under the Agreement and held electronically shall be securely deleted in accordance with the Data Protection Legislation.

All paper copies shall be securely shredded (to DIN3 grade or if superseded to the equivalent secure shredding applicable to restricted data).

### **8. Restrictions on other use and further disclosure**

It is recognised that unless the law specifically requires or permits this, shared information will not be used for different purposes or further disclosed. Even where the law permits further disclosure, in line with good practice the originating data controller will be consulted first and it may be necessary for the data subject to be informed of the disclosure.

All Personal Data shared under the Agreement and held electronically shall be securely deleted in accordance with the Data Protection Legislation.

All paper copies shall be securely shredded (to DIN3 grade or if superseded to the equivalent secure shredding applicable to restricted data).

#### **9. Subject Access Request (SAR)**

The Controller of the Personal Data shall be responsible for dealing with a SAR.

Where the Authority and the Provider are Controllers in common, the recipient of a SAR shall inform the other within 5 Working Days and the parties shall promptly agree who is responsible for responding to the SAR.

#### **10. Complaints**

The parties agree to use their standard organisational and statutory procedures to deal with privacy/data complaints arising under this agreement and will co-operate (with the complainant's permission) where complaints relate to more than one party.