

## Charlton Park Dental Practice: Referrer's agreement (GDPR 3<sup>rd</sup> Party contract)

As a colleague and practitioner who refers to us, we know you show a strong commitment to ensuring the best possible patient care. We work in partnership with you as the referring dentist to ensure that our specialist care and treatment is right for your patients. Communication is important to us and we send reports of our findings, proposed treatment and updates on the provision and outcome of the specialist care we provide, while at the same time ensuring that the patient continues their general dental care with you.

Because we work alongside you the referrer, then as a processor of data, you must agree to comply by this confidentiality agreement.

Parties: Data Controller (*Charlton Park Dental Practice - CPDP*) & Data Processor (referrer or referring practice). The Data Controller agrees to share personal data with the Data Processor in the European Economic Area within the terms set out in this agreement. The Data Processor agrees to use the personal data in the EEA within the terms set out and in accordance with the contract.

***In completing the referral on this website you agree to abide by the requirements set out below for handling Personal Data/information.***

As the referrer (Data Processor) you agree to:

- act as the controller of personal information in accordance with GDPR
- gain authority of CPDP to involve further processors/third parties in accordance with GDPR
- treat confidential all information which may be obtained in the course of providing care
- take precautions and ensure all such information is treated confidential by their employees, agents or subcontractors
- ensure they are aware of the provisions of the Data Protection Act 1998 BS7799
- ensure any personal information shall not be disclosed or used unlawfully
- indemnify the practice against any loss arising under the Act 1998
- ensure the Personal Data processed is accurate and kept up to date
- review the accuracy annually and make any changes which need updating
- not retain or process Personal Data for longer than necessary to carry out the agreed purposes
- shall notify the CPDP if any Personal Data has been deleted.
- provide confirmation that Personal Data has been destroyed in accordance with any instructions issued by CPDP
- shall not disclose or transfer Personal Data relating to the care received by CPDP to a 3<sup>rd</sup> party without the written authorisation of the CPDP
- notify immediately the CPDP of any data security breach within 24 hrs of becoming aware of the breach

The referrer agrees to implement appropriate technological and organisational measures to prevent:

- unauthorised or unlawful processing of Personal Data
- accidental loss of destruction of or damage to Personal Data
- ensure a level of security appropriate
- harm that might result from such unauthorised or unlawful processing or accidental loss or destruction
- the nature of Personal Data to be protected

If as the Data Processor you answer yes to any of these questions please contact CPDP:

- Have you had a security breach resulting in unauthorised disclosure, loss or damage to Personal Data within past 2 years?
- Have you been the subject of any complaints to the Information Commissioner within past 2 years?
- Are there any other matters you consider relevant to your compliance with the Data Controller's GDPR requirements?