**WEISF INFORMATION SHARING PROTOCOL**

# SUMMARY SHEET

**Title of Agreement: Essex Prison Release Housing Protocol Partnership**

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| --- | --- | --- | --- | --- | --- |
| Organisation Name | Head Office Address | Phone | Email | Named Data Protection Officer | ICO Notification reference |
| Essex County Council | County Hall, Market Road, Chelmsford, CM1 1QH  | 08457 430430 | dpo@essex.gov.uk  | Paul Turner | Z6034810 |
| Southend on Sea City Council | Civic Centre,Victoria Avenue,Southend-on-Sea,SS2 6ER | 01702 215000 | TerryDafter@southend.gov.uk | Valerie Smith | Z6929331 |
| Thurrock Council | Civic Offices, New Road, Grays, RM17 6SL | 01375 511000 | lbillingham@thurrock.gov.uk | Jbertasiene | Z8228055 |
| Basildon Borough Council | St. Martins Square, Basildon, SS14 1DL | 01268 533333 | sue.marriott@basildon.gov.uk | Sue Marriott | Z5361180 |
| Braintree District Council | Causeway House, Bocking End, Braintree, CM7 9HB | 01376 552525 | dpo@braintree.gov.uk | Kim Mayo | Z5103738 |
| Brentwood District Council | Town Hall, Ingrave Rd, Brentwood, CM15 8AY | 03330 500 111 | dpo@evalian.co.uk | Evalian Limited | Z2092695 |
| Castle Point District Council | Kiln Rd, Thundersley, Benfleet, SS7 1TF | 01268 882 200 | Jbishop@castlepoint.gov.uk | Jason Bishop | Z588703X |
| Chelmsford City Council | Civic Centre, Duke St, Chelmsford, CM1 1JE | 01245 606606 | john.breen@chelmsford.gov.uk | John Breen | Z7829039 |
| Colchester City Council | Rowan House,33 Sheepen Road,Colchester, CO3 3WG | 01206 282222 | dpo@colchester.gov.uk | **?** | Z5733593 |
| Epping Forest District Council | Civic Offices, 323 High Street, Epping, CM16 4BZ | 01992 564000 | lridley@eppingforestdc.gov.uk | Lynne Ridley | Z5033101 |
| Harlow Council | Civic Centre, The Water Gardens, College Square, Harlow, CM20 1WG | 01279 446655 | tenancy.support@harlow.gov.uk | **?** | Z7603332 |
| Maldon District Council | Council Offices, Princes Road, Maldon, Essex, CM9 5DL | 01621 854477 | emma.holmes@maldon.gov.uk | Emma Holmes | Z6616948 |
| Rochford District Council | Council Offices, South Street, Rochford, Essex, SS4 1BW | 01268 527317 | HousingOptions@rochford.gov.uk | Carla Taylor | Z6617133 |
| Tendring District Council | Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE | 01255 686060 | DPAOfficer@tendringdc.gov.uk | Judy Barker | Z577148X |
| Uttlesford District Council | Council Offices, London Road, Saffron Walden, CB11 4ER | 01799 510508 | dpo@uttlesford.gov.uk  | Richard Auty | Z5060641 |
| National Probation Service | Gemini House, 88 New London Rd, Chelmsford, CM2 0YN | 01245 287154 | David.messam@justice.gov.uk | David Messam | ? |
| HMP Chelmsford | 200 Springfield Rd, Springfield, Chelmsford, CM2 6JT | 01245 552000 | garry.newnes@justice.gov.uk | Gary Newnes | ? |

**Version Control**

|  |  |
| --- | --- |
| Date Protocol comes into force | **TBC** |
| Date of next Protocol review | Every 2 years. |
| **Protocol Lead Organisation** | Essex County Council |
| Protocol drawn up by (Author(s)) | Stephen Hassett/Rod Cullen |
| Status– DRAFT/FOR APPROVAL/APPROVED | DRAFT |
| Version  | 1.0 |

**Wider Eastern Information Stakeholder Forum**

This Information Sharing Protocol is designed to ensure that information is shared in a way that is fair, transparent and in line with the rights and expectations of the people whose information you are sharing.

This protocol will help you to identify the issues you need to consider when deciding whether to share personal data. It should give you confidence to share personal data when it is appropriate to do so but should also give you a clearer idea of when it is not acceptable to share data.

Specific benefits include:

* minimised risk of breaking the law and consequent enforcement action by the Information Commissioner’s Office (ICO) or other regulators;
* greater public trust and a better relationship by ensuring that legally required safeguards are in place and complied with;
* better protection for individuals when their data is shared;
* increased data sharing when this is necessary and beneficial;
* reduced reputational risk caused by the inappropriate or insecure sharing of personal data;
* a better understanding of when, or whether, it is acceptable to share information without people’s knowledge or consent or in the face of objection; and reduced risk of questions, complaints, and disputes about the way you share personal data.

Please ensure all sections of the template are fully completed with sufficient detail to provide assurance that the sharing is conducted lawfully, securely, and ethically.

|  |  |  |
| --- | --- | --- |
| Item | Name/Link /Reference | Responsible Authority |
| Data Protection Impact Assessment (DPIA) | TBC | TBC |
| Supporting Standard Operating Procedure | TBC | TBC |
| Associated contract | TBC | TBC |
| Associated Policy Documents | TBC | TBC |
| Other associated supporting documentation | TBC | TBC |

1 – Purpose

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| --- |
| This partnership is an agreement between all Essex Local Housing Authorities (including Basildon Borough Council, Brentwood District Council, Braintree District Council, Castle Point District Council, Chelmsford City Council, Colchester City Council, Epping Forest District Council, Harlow Council, Maldon District Council, Rochford District Council, Southend on Sea City Council, Tendring District Council, Thurrock Council, & Uttlesford District Council), The Probation Service, Essex County Council & HMP Chelmsford. The intention of the partnership is to reduce the number of Essex adult persons on probation who leave custody without suitable accommodation to move into, and especially to reduce the number of persons on probation obliged to sleep rough or to move into accommodation, which is unsafe for themselves or others.The key to effectiveness of the protocol lies in clear communication, a commitment from all partner agencies to joint working and open, transparent information sharing policies and decision-making processes. |

2 – Information to be shared

* Name
* DOB
* Previous known addresses including ‘out of area’ locality
* Current address or rough sleeping site
* History and nature of previous mental health, drug, alcohol, or social care contacts/interventions
* Risk profile, historic/current in particular risk to others
* Criminal history (spent and unspent) including sentences.
* Prison release date
* Community Accommodation Service Tier 3 (CAS3) accommodation details.

3. Legal basis

The identified conditions for processing under the Data Protection Act 2018:

|  |  |
| --- | --- |
| Personal Data (identifiable data) | Special Categories of Data (Sensitive identifiable data – if applicable) |
| Article 6:  | Article 9: (if appropriate):  |
| Public Task | Substantial Public Interest |

Please list below relevant legislation or statute empowering this sharing activity:

|  |
| --- |
| Crime and Disorder Act 1998  |
| Housing Act 1996 (As amended) |
| Homelessness Reduction Act 2017 |
| UK General Data Protection Regulation (GDPR)  |
| Data Protection Act (DPA) 2018 |

4. Responsibilities

|  |  |  |
| --- | --- | --- |
| For the purposes of this Protocol the responsibilities are defined as follows: For help go to [Controllers and processors | ICO](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/controllers-and-processors/) | Tick box | Organisation Name(s) |
| The Sole Data Controller for this sharing is: |[x]  Each individual County, City, District or Borough Council (named above), The Probation Service and HMP Chelmsford, are seen as sole controllers of this information, once held by them. |
| The Joint Data Controllers for this sharing are: |[ ]   |
| In the case of Joint Data Controllers, the designated single contact point for Individuals is: |[ ]   |
| Data Processors supporting the processing carried out under this protocol are (please list names): |[ ]   |

This Protocol will be reviewed three years after it comes into operation, or sooner should a breach occur or circumstances change, to ensure that it remains fit for purpose. The review will be initiated by the Lead Organisation (see page one).

5. Data Subject Rights

It is each Partner’s responsibility to ensure that they can comply with all of the rights applicable to the sharing of the personal information. Partners will respond within one month of receipt of a notice to exercise a data subject right. It is for the organisation initiating this ISP to identify which rights apply, and then each Partner has a legal responsibility to ensure they have the appropriate processes in place.

|  |  |
| --- | --- |
| Data Subject RightsSelect the [applicable rights](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/) for this sharing according to the legal basis you are relying on | Check box to confirm processes are in place  |
| UK GDPR Article 13 & 14 – Right to be Informed – Individuals must be informed about how their data is being used. This sharing must be reflected in your privacy notices to ensure transparency. | [x]  |
| UK GDPR Article 15 – Right of Access – Individuals have the right to request access to the information about them held by each Partner | [x]  |
| UK GDPR Article 16 – Right to Rectification – Individuals have the right to have factually inaccurate data corrected, and incomplete data completed.  | [x]  |
| UK GDPR Article 17 (1) (b) & (e) – Right to be forgotten – This right may apply where the sharing is based on Consent, Contract or Legitimate Interests, or where a Court Order has demanded that the information for an individual must no longer be processed. Should either circumstance occur, the receiving Partner must notify all Data Controllers party to this protocol, providing sufficient information for the individual to be identified, and explaining the basis for the application, to enable all Partners to take the appropriate action. | [ ]  |
| UK GDPR Article 18 – Right to Restriction – Individuals shall have the right to restrict the use of their data pending investigation into complaints.  | [x]  |
| UK GDPR Article 19 – Notification – Data Controllers must notify the data subjects and other recipients of the personal data under the terms of this protocol of any rectification or restriction, unless it involves disproportionate effort. | [x]  |
| UK GDPR Article 21 – The Right to Object – Individuals have the right to object to any processing which relies on Consent, Legitimate Interests, or Public Task as its legal basis for processing. This right does not apply where processing is required by law (section 3). Individuals will always have a right to object to Direct Marketing, regardless of the legal basis for processing. | [x]  |
| UK GDPR Article 22 – Automated Decision-Making including Profiling – the Individual has the right to request that a human being makes a decision rather than a computer, unless it is required by law. The individual also has the right to object to profiling which places legal effects on them. | [ ]  |
| Freedom of Information (FOI) Act 2000 or Environmental Information Regulations (EIR) 2004 relates to data requested from a Public Authority by a member of the public. It is best practice to seek advice from the originating organisation prior to release. This allows the originating organisation to rely on any statutory exemption/exception and to identify any perceived harms. However, the decision to release data under the FOI Act or EIR is the responsibility of the agency that received the request. | [x]  |

6. Security of Information

The Partners to this protocol agree that they will apply appropriate technical and organisational security measures which align to the volume and sensitivity of the personal data being processed in accordance with article 32 of the UK GDPR as applied by the Data Protection Act 2018.

The security of the personal data in transit will be assured by:

The data will be shared through a variety of different methods as all partners will be working collaboratively. However, data will be transferred verbally via meetings and electronically via emails, shared MS Teams space. Where data is shared via email this will be done by using secure email, this should be completed automatically via TLS when sharing data via gov.uk and nhs.net email domains. Along with the responsibilities outlined below partners will ensure that during face-to-face meetings they only share relevant personal data and is proportionate to the specified purpose.

A spreadsheet of rough sleepers which have shown a tendency towards violence will be shared via the above methods however this data will require constant updating to ensure that we do not hold personal data of those who we no longer support or when there is no longer a risk. The accuracy of this list will be maintained by Essex County Council (ECC) following their Violent Person Marker procedures; however Partners will need to ensure that timely updates are given to ensure ECC hold the most up to date information.

Partners receiving information will:

* Ensure that their employees are appropriately trained to understand their responsibilities to maintain confidentiality and privacy
* Protect the physical security of the shared information
* Restrict access to data to those that require it, and take reasonable steps to ensure the reliability of employees who have access to data, for instance, ensuring that all staff have appropriate background checks
* Maintain an up-to-date policy for handling personal data which is available to all staff
* Have a process in place to handle any data breaches involving personal data, including notifying relevant third parties of any breach
* Ensure any 3rd party processing is agreed as part of this protocol and governed by a robust contract and detailed written instructions for processing.

# 7. Format & Frequency

* The format the information will be shared in is Email or verbally.
* The frequency with which the information will be shared is on an ad hoc basis, accessed via MS Teams when required.

# 8. Data Retention

Information will be retained in accordance with each partners’ published data retention policy available on their websites, and in any event no longer than is necessary for the purpose of this protocol. All data beyond its retention will be destroyed securely.

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# 9. Data Accuracy

Please check this box to confirm that your organisation has processes in place to ensure that data is regularly checked for accuracy, and any anomalies are resolved [x]

# 10. Personal Data Breach Notifications

Where a data breach linked to the sharing of data under this protocol is likely to adversely affect an Individual, all involved Partners must be informed within 48 hours of the breach being detected. The email addresses on page 1 should be used to contact the Partners. Where notification to the ICO is required, it must be made within 72 hours of the breach being detected. Where agreement to notify cannot be reached within this timeframe, the final decision will rest with the Protocol Lead Organisation as depicted on page one.

All involved Partners should consult on the need to inform the Individual, so that all risks are fully considered, and agreement is reached as to when, how and by whom such contact should be made. Where agreement to notify cannot be reached, the final decision will rest with the Protocol Lead Organisation as depicted on page one.

All Partners to this protocol must ensure that robust policy and procedures are in place to manage data breaches, including the need to consult Partners where the breach directly relates to information shared under this protocol.

# 11. Complaint Handling

Partner agencies will use their standard organisational procedures to deal with complaints from the public arising from information sharing under this protocol.

# 12. Commencement of Protocol

This Protocol shall commence upon date of the signing of a copy of the Protocol by the signatory partners. The relevant information can be shared between signatory partners from the date the Protocol commences.

13. Withdrawal from the Protocol

Any partner may withdraw from this protocol upon giving 4 weeks written notice to the Protocol Lead Organisation stated on page one, who will inform other partners to the protocol. The leaving Partner must continue to comply with the terms of this Protocol in respect of any information that the partner has obtained through being a signatory. Information, which is no longer relevant, should be returned or destroyed in an appropriate secure manner.

# 14. Agreement

This Protocol must be approved by the responsible person within each organisation (DPO/SIRO/Caldicott Guardian/Chief Information Officer). Signed copies should be retained by the Lead Organisation for the lifetime of the Protocol plus two years.

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| Protocol Lead Organisation |  |
| Lead Organisation | Essex County Council |
| Role of Lead Signatory | Executive Director, Corporate Service & Senior Information Risk Officer |
| Name of Lead Signatory | Nicole Wood |
| Date |  |
| Protocol Partner Organisation |  |
| Partner Organisation | Basildon Borough Council |
| Role of Partner Signatory |  |
| Name of Partner Signatory |  |
| Date |  |
| Protocol Partner Organisation |  |
| Partner Organisation | Braintree District Council |
| Role of Partner Signatory |  |
| Name of Partner Signatory |  |
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| Protocol Partner Organisation |  |
| Partner Organisation | Brentwood District Council |
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| Protocol Partner Organisation |  |
| Partner Organisation | Tendring District Council |
| Role of Partner Signatory | Head of Digital & Assurance Svces & SIRO |
| Name of Partner Signatory | John Higgins |
| Date | 01/07/24 |
| Protocol Partner Organisation |  |
| Partner Organisation | Thurrock District Council |
| Role of Partner Signatory |  |
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| Protocol Partner Organisation |  |
| Partner Organisation | The Probation Service |
| Role of Partner Signatory |  |
| Name of Partner Signatory |  |
| Date |  |

Signed Protocols, or emails of approval should be sent to the Lead Organisation at: igteam@essex.gov.uk