

# WEISF INFORMATION SHARING PROTOCOL

## SUMMARY SHEET



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

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	<a href="mailto:dpo@essex.gov.uk">dpo@essex.gov.uk</a>	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	<a href="mailto:dpo@evalian.co.uk">dpo@evalian.co.uk</a>	Evalian Limited	Z2092695

Castle Point District Council	Kiln Rd, Thundersley, Benfleet, SS7 1TF	01268 882 200	<a href="mailto:Jbishop@castlepoint.gov.uk">Jbishop@castlepoint.gov.uk</a>	Angela Law	Z588703X
Chelmsford City Council	Civic Centre, Duke St, Chelmsford, CM1 1JE	01245 606606	<a href="mailto:john.breen@chelmsford.gov.uk">john.breen@chelmsford.gov.uk</a>	John Breen	Z7829039
Colchester City Council	Rowan House, 33 Sheepen Road, Colchester, CO3 3WG	01206 282222	<a href="mailto:dpo@colchester.gov.uk">dpo@colchester.gov.uk</a>	Nicola Cook	Z5733593
Epping Forest District Council	Civic Offices, 323 High Street, Epping, CM16 4BZ	01992 564000	<a href="mailto:Iridley@eppingforestdc.gov.uk">Iridley@eppingforestdc.gov.uk</a>	Lynne Ridley	Z5033101
Harlow Council	Civic Centre, The Water Gardens, College Square, Harlow, CM20 1WG	01279 446655	<a href="mailto:tenancy.support@harlow.gov.uk">tenancy.support@harlow.gov.uk</a>	Cara Stevens	Z7603332
Maldon District Council	Council Offices, Princes Road, Maldon, Essex, CM9 5DL	01621 854477	<a href="mailto:emma.holmes@maldon.gov.uk">emma.holmes@maldon.gov.uk</a>	Emma Holmes	Z6616948
Rochford District Council	Council Offices, South Street, Rochford, Essex, SS4 1BW	01268 527317	<a href="mailto:HousingOptions@rochford.gov.uk">HousingOptions@rochford.gov.uk</a>	Carla Taylor	Z6617133
Tendring District Council	Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE	01255 686060	<a href="mailto:DPAOfficer@tendringdc.gov.uk">DPAOfficer@tendringdc.gov.uk</a>	Judy Barker	Z577148X

Uttlesford District Council	Council Offices, London Road, Saffron Walden, CB11 4ER	01799 510508	<a href="mailto:dpo@uttlesford.gov.uk">dpo@uttlesford.gov.uk</a>	Tom Falconer	Z5060641
National Probation Service	Gemini House, 88 New London Rd, Chelmsford, CM2 0YN	01245 287154	<a href="mailto:David.messam@justice.gov.uk">David.messam@justice.gov.uk</a>	David Messam	Z5112159
HMP Chelmsford	<b>200 Springfield Rd, Springfield, Chelmsford, CM2 6JT</b>	<b>01245 552000</b>	<a href="mailto:garry.newnes@justice.gov.uk">garry.newnes@justice.gov.uk</a>	Gary Newnes	Z5112159

### Version Control

Date Protocol comes into force	1 <sup>st</sup> June 2024
Date of next Protocol review	Every 2 years.
<b>Protocol Lead Organisation</b>	Essex County Council
Protocol drawn up by (Author(s))	Stephen Hassett/Rod Cullen
Status– DRAFT/FOR APPROVAL/APPROVED	Approved
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.

<b>Item</b>	<b>Name/Link /Reference</b>	<b>Responsible Authority</b>
<b>Data Protection Impact Assessment (DPIA)</b>	<b>DPIA 1426</b>	Essex County Council
<b>Supporting Standard Operating Procedure</b>		
<b>Associated contract</b>		
<b>Associated Policy Documents</b>		
<b>Other associated supporting documentation</b>		

# 1 – Purpose

**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 <a href="#">Controllers and processors   ICO</a>	Tick box	Organisation Name(s)
The Sole Data Controller for this sharing is:	<input checked="" type="checkbox"/>	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.
<b>The Joint Data Controllers for this sharing are:</b>	<input type="checkbox"/>	
<b>In the case of Joint Data Controllers, the designated single contact point for Individuals is:</b>	<input type="checkbox"/>	
<b>Data Processors supporting the processing carried out under this protocol are (please list names):</b>	<input type="checkbox"/>	

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.

<b>Data Subject Rights</b> Select the <b>applicable rights</b> for this sharing according to the legal basis you are relying on	<b>Check box to confirm processes are in place</b>
<b>UK GDPR Article 13 &amp; 14 – Right to be Informed</b> – Individuals must be informed about how their data is being used. This sharing must be reflected in your privacy notices to ensure transparency.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 15 – Right of Access</b> – Individuals have the right to request access to the information about them held by each Partner	<input checked="" type="checkbox"/>
<b>UK GDPR Article 16 – Right to Rectification</b> – Individuals have the right to have factually inaccurate data corrected, and incomplete data completed.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 17 (1) (b) &amp; (e) – Right to be forgotten</b> – 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	<input type="checkbox"/>

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.	
<b>UK GDPR Article 18 – Right to Restriction</b> – Individuals shall have the right to restrict the use of their data pending investigation into complaints.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 19 – Notification</b> – 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.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 21 – The Right to Object</b> – 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.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 22 – Automated Decision-Making including Profiling</b> – 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.	<input type="checkbox"/>
<b>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.</b> 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.	<input checked="" type="checkbox"/>

## 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 3<sup>rd</sup> 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.

-

## 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

## 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.

<b>Protocol Lead Organisation</b>	
<b>Lead Organisation</b>	<b>Essex County Council</b>
<b>Role of Lead Signatory</b>	Executive Director, Corporate Service & Senior Information Risk Officer
<b>Name of Lead Signatory</b>	Nicole Wood
<b>Date</b>	04.06.24
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Basildon Borough Council</b>
<b>Role of Partner Signatory</b>	Kirsty O'Connell

<b>Name of Partner Signatory</b>	Assistant Director Housing Need
<b>Date</b>	04.06.24
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Braintree District Council</b>
<b>Role of Partner Signatory</b>	Head of Governance – Monitoring Officer and Data Protection Officer
<b>Name of Partner Signatory</b>	Kim Mayo
<b>Date</b>	14.06.2024
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Brentwood District Council</b>
<b>Role of Partner Signatory</b>	Director of Housing
<b>Name of Partner Signatory</b>	Lauran Stretch
<b>Date</b>	03/06/24
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Castle Point District Council</b>
<b>Role of Partner Signatory</b>	Assistant Director and Monitoring Officer

<b>Name of Partner Signatory</b>	Angela Law
<b>Date</b>	17 June 2024
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Chelmsford City Council</b>
<b>Role of Partner Signatory</b>	Homeless and Allocations Manager
<b>Name of Partner Signatory</b>	Alison Hawkins
<b>Date</b>	4.6.24
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Colchester City Council</b>
<b>Role of Partner Signatory</b>	Information Services Manager (DPO)
<b>Name of Partner Signatory</b>	Nicola Cooke
<b>Date</b>	13/06/2024
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Epping Forest District Council</b>
<b>Role of Partner Signatory</b>	Data Protection Officer

<b>Name of Partner Signatory</b>	Lynne Ridley
<b>Date</b>	05 June 2024
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Harlow District Council</b>
<b>Role of Partner Signatory</b>	<b>Assistant Director Housing Operations</b>
<b>Name of Partner Signatory</b>	<b>Cara Stevens</b>
<b>Date</b>	12 July 2024
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Maldon District Council</b>
<b>Role of Partner Signatory</b>	Data Protection Officer
<b>Name of Partner Signatory</b>	Emma Holmes
<b>Date</b>	20.5.24
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Rochford District Council</b>
<b>Role of Partner Signatory</b>	Director of Housing.

<b>Name of Partner Signatory</b>	Lauran Stretch
<b>Date</b>	03/06/24
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Southend on Sea District Council</b>
<b>Role of Partner Signatory</b>	Head of Housing Policy & Operations
<b>Name of Partner Signatory</b>	Olivia Westberg
<b>Date</b>	27/06/2024
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Tendring District Council</b>
<b>Role of Partner Signatory</b>	Head of Digital & Assurance Services & SIRO
<b>Name of Partner Signatory</b>	John Higgins
<b>Date</b>	01/07/24
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Thurrock District Council</b>
<b>Role of Partner Signatory</b>	Head of Housing Solutions

<b>Name of Partner Signatory</b>	Christopher Wade
<b>Date</b>	01/07/24
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>Uttlesford District Council</b>
<b>Role of Partner Signatory</b>	SIRO
<b>Name of Partner Signatory</b>	Nicola Wittman
<b>Date</b>	17/6/2024
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	<b>HMP Chelmsford</b>
<b>Role of Partner Signatory</b>	Acting Governor
<b>Name of Partner Signatory</b>	 Mark Howard
<b>Date</b>	19.07.2024
<b>Protocol Partner Organisation</b>	



<b>Partner Organisation</b>	<b>The Probation Service</b>
<b>Role of Partner Signatory</b>	Head of Essex North PDU
<b>Name of Partner Signatory</b>	David Messam
<b>Date</b>	03/07/2024

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