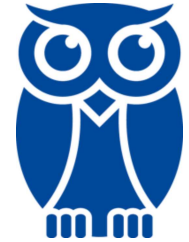


WEISF INFORMATION SHARING PROTOCOL

SUMMARY SHEET



Title of Agreement: Essex Wellbeing Service and Adult Social Care data linking: Insights from a shared perspective

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
Provide	900 The Crescent, Colchester, CO4 9QB	01206 587370	john.adegoke@nhs.net	John Adegoke	Z2604172

Version Control

Date Protocol comes into force	01/05/2024
Date of next Protocol review	30/04/2025
Protocol Lead Organisation	Essex County Council
Protocol drawn up by (Author(s))	Tom MacGregor
Status– DRAFT/FOR APPROVAL/APPROVED	APPROVED
Version	1

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)	1401	ECC
Supporting Standard Operating Procedure		
Associated contract	Essex Wellbeing Service	Essex County Council Provide CIC
Associated Policy Documents		
Other associated supporting documentation		

1 – Purpose

Discussions between Provide CIC, Public Health and Adult Social Care (ASC) have highlighted a need to link data to gain better insight on the pathways people take between the Essex Wellbeing Service (EWS) (Provide CIC) and ASC services and the impact on outcomes. In addition, to understand if interventions offered by the EWS are most impactful for specific cohorts of the population and assess if the need for ASC services could be prevented, reduced, or delayed. This will improve outcomes, experience, efficiency, and inequalities.

Through developing insight to provide a deeper understanding of which cohorts are best served by EWS interventions, this will allow for these cohorts to be targeted at the earliest stage possible for support. The insight will allow for both a strategic view of how EWS interventions can be commissioned and provided for optimum impact and operational targeting of services for cohorts at risk of escalating need and increasing use of ASC services.

To achieve this, analysts within Essex County Council will use client level data on ASC which details:

- Services (active and historical) including cost and primary care reasons,
- Demographics (to identify cohorts of interest),
- Carers data to (identify which carers are using both services).

These data will be combined and linked (by NHS Number) with data provided by the EWS to gain a full picture of service use to understand who is making use of EWS and ASC services and how the EWS and ASC services impact each other with those without NHS number available linked using direct and fuzzy matching techniques by name, date of birth and postcode.

The data from EWS will be sent to Essex County Council through a secure method of transfer agreed by both organisations.

2 – Information to be shared

Adult Social Care	Essex Wellbeing Service
[PERSON_ID]	Age
[NHS_ID]	Age Group
[FIRST_NAME]	date_collected
[LAST_NAME]	Date taken
[DATE_OF_BIRTH]	date_created
[AGE]	date_disabled
[DATE_OF_DEATH]	date_referred
[GENDER]	dob
[ETHNICITY]	employment_status
[NATIONALITY]	employment_type
[PRIMARY_SUPPORT_REASON]	ethnicity
[SUB_PRIMARY_SUPPORT_REASON]	ethnicity_other
[CURRENT_EMPLOYMENT_STATUS]	First_Weight
[MARITAL_STATUS]	First_Weight_Date
[TENURE]	gender
[OPEN_ACTIVITY?]	gp_name
[OPEN_SERVICES?]	ICB
[OPEN_CASE?]	is_exercising
[REF_ADDRESS_ID]	is_quit
[PERSON_ID]	Last_Weight
[WORKFLOW_STEP_ID]	Last_Weight_Date
[Started Services]	medical_conditions
[Service Type]	medical_conditions_other
[Long Term Service?]	Months
[element_id]	name
[New Contract]	notes
[Element Type]	participant_id
[Start Date]	postcode

[End Date]	source
[Budget Code]	status
[Rate]	Town - City
[Weekly Quantity]	first and last name
[Unit]	address
[Frequency]	direction
[Weekly Cost]	Referral partner/service used
[District at the time of service]	NHS number
[Postcode at the time of service]	dates supported i.e. end reason and date if known
[REF_ADDRESS_ID]	Method of communication/type of communication (e.g. telephone)
[UPRN]	Type of support (if known within service Maybe available)
[UDPRN]	Measure of outcomes from partners/onward referral if known
[Sub Building Name]	
[Building Name]	
[Building Number]	
[Dependent Thoroughfare]	
[Thoroughfare]	
[Full Address]	
[Post Code]	
[Locality]	
[Town]	
[District]	
[District Code]	
[County]	
[County Code]	
[X Coordinate]	
[Y Coordinate]	
[Latitude]	
[Longitude]	
[CARER_PERSON_ID]	

[CARER_SU]	
[CARED_FOR_PERSON_ID]	
[SU_CARER]	
[CARED_FOR_PERSON_AGE]	
[MAPPED_RELATION]	
[TITLE]	
[FIRST_NAME]	
[LAST_NAME]	
[DATE_OF_BIRTH]	
[DATE_OF_DEATH]	
[AGE]	
[GENDER]	
[ETHNICITY]	
[SUB_ETHNICITY]	
[NATIONALITY]	
[COUNTRY_OF_BIRTH]	
[MARITAL_STATUS]	
[CARER_FLAG]	
[PRIMARY_SUPPORT_REASON]	
[SUB_PRIMARY_SUPPORT_REASON]	
[OPEN_CARERS_SERVICE_USER_GROUP]	
[REF_ADDRESS_ID]	
[ADDRESS]	
[POST_CODE]	
[DISTRICT_NAME]	
[LOCALITY_NAME]	
[COUNTY]	
[EMPLOYMENT]	
Carers first flag created using:	
Carer_ID	
First name	

last name	
date of birth	
Ethnicity	
Gender	
Postcode	
district	
date referred	

Date range of data: 1st April 2022 – Present

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)	Law Enforcement data (if applicable e.g. community safety)
Article 6:	Article 9: (if appropriate):	DPA Part 3 (if appropriate):
Public Task	Health & Social Care	
Choose an item.		

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

Care Act 2014 - Part 1, Section 2 & 3
NHS Act 2006 – Part 1 Section 6C

4. Responsibilities

For the purposes of this Protocol the responsibilities are defined as follows: For help go to Controllers and processors ICO	Tick box	Organisation Name(s)
The (Separate) Sole Data Controllers for this sharing is:	<input checked="" type="checkbox"/>	Essex County Council Provide CIC
The Joint Data Controllers for this sharing are:	<input type="checkbox"/>	
In the case of Joint Data Controllers, the designated single contact point for Individuals is:	<input type="checkbox"/>	
Data Processors supporting the processing carried out under this protocol are (please list names):	<input type="checkbox"/>	

This Protocol will be reviewed one year 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.

<p style="text-align: center;">Data Subject Rights</p> <p style="text-align: center;">Select the applicable rights for this sharing according to the legal basis you are relying on</p>	<p style="text-align: center;">Check box to confirm processes are in place</p>
<p>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.</p>	<input checked="" type="checkbox"/>
<p>UK GDPR Article 15 – Right of Access – Individuals have the right to request access to the information about them held by each Partner</p>	<input checked="" type="checkbox"/>
<p>UK GDPR Article 16 – Right to Rectification – Individuals have the right to have factually inaccurate data corrected, and incomplete data completed.</p>	<input checked="" type="checkbox"/>
<p>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.</p>	<input type="checkbox"/>
<p>UK GDPR Article 18 – Right to Restriction – Individuals shall have the right to restrict the use of their data pending investigation into complaints.</p>	<input checked="" type="checkbox"/>
<p>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.</p>	<input checked="" type="checkbox"/>
<p>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.</p>	<input checked="" type="checkbox"/>

<p>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.</p>	<input type="checkbox"/>
<p>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.</p>	<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: **Data will be shared securely via an SFTP server hosted on the Health and Social Care Network.**

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 **via an SFTP server hosted on the Health and Social Care Network**
- The frequency with which the information will be shared is **on a one-off occasion for a specific project.**

If a shared system is being used by partners:

- What system is being shared? **N/A**
- Who is the owner of the system? **N/A**

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. The decision to notify the ICO can only be made after consultation with all other affected Partners to this protocol, and 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.

Protocol Lead Organisation	
Lead Organisation	Essex County Council
Roles of Lead Signatories	Senior Information Risk Officer (SIRO) and Caldicott Guardian
Names of Lead Signatories	Nicole Wood and Nick Presmeg
Date	01/05/2024
Protocol Partner Organisation	
Partner Organisation	Provide Community Interest Company
Role of Partner Signatory	Caldicott Guardian
Name of Partner Signatory	Dr. Paul Spowage 
Date	26/04/24

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