

DATA SHARING AGREEMENT

ESSEX COUNTY COUNCIL AND DEPARTMENT FOR COMMUNITIES AND LOCAL GOVERNMENT

THIS AGREEMENT is made the 22nd day of May 2015

BETWEEN

1) **ESSEX COUNTY COUNCIL** of County Hall, Chelmsford CM1 1QH ("the **COUNCIL**")

and

2) **THE DEPARTMENT FOR COMMUNITIES AND LOCAL GOVERNMENT** of 2 Marsham Street, London, SW1P 4DF ("**DCLG**")

1. BACKGROUND

- 1.1. The Expanded Troubled Families Programme (the **Programme**) aims to turn around the lives of families with multiple problems including crime, poor school attendance, anti-social behaviour, unemployment and domestic violence and abuse.
- 1.2. The Department for Communities and Local Government (DCLG) have commissioned the Office for National Statistics (ONS) to carry out data linking for the evaluation of the Programme (the **Project**) further to a contract between DCLG and ONS dated 27 March 2015.
- 1.3. The data linking will be carried out by ONS and evaluation of outcomes by DCLG. The Project aims to evaluate the transformation of services and effectiveness of a family intervention approach and to measure the achievement of desired outcomes and to estimate the net savings the Programme delivers for local partners.
- 1.4. In order to carry out the evaluation, ONS require various data from Government Departments, health agencies and Local Authorities. The purpose of this Agreement is to set out how this data will be shared between the Council and ONS acting on behalf of DCLG and the obligations of each Party (The Council and DCLG) in relation to data sharing further to the Project.
- 1.5. The Council and DCLG will each be responsible for compliance with the Data Protection Principles under the Data Protection Act 1998 and Article 8 of the European Convention on Human Rights in relation to the Data. This Agreement exists to provide a framework for compliance with the Data Protection Principles and the Information Commissioner's Code of Practice on Data Sharing.

IT IS NOW AGREED as follows:

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement the following words and phrases shall have the following meanings, unless expressly stated to the contrary:

"Act" means the Data Protection Act 1998, as amended;

“Authorised Representatives” means the nominated lead officer representing each of the parties with delegated authority to handle the day-to-day matters arising from this Agreement;

“Comparison Group” means individuals who are members of families who have been identified as eligible for the Troubled Families programme, but have not yet been worked with, or individuals from families who meet only two of the six eligibility criteria;

“Data Controller” has the meaning in section 1(1) of the Act. For this project the Council will be data controller for the Council data supplied to ONS. DCLG will be data controller for the data processed by ONS for the purposes of the evaluation and the pseudo-anonymised linked data supplied by ONS to DCLG subject to the terms of this agreement. Department for Work and Pensions (DWP) will be the data controller for the DWP data from the Work and Pensions Longitudinal Study (WPLS). Her Majesty’s Revenue and Customs (HMRC) will be the data controller for the HMRC data from the WPLS. Ministry of Justice (MOJ) will be the data controller for the data from the Police National Computer and the Prison Database. Department for Education (DfE) will be the data controller for the data from the National Pupil Database. Department for Business, Innovation and Skills will be the data controller for the data from the Individualised Learner Record. Health and Social Care Information Centre will be the data controller for the data from the Hospital Episodes Statistics, Mental Health Minimum Dataset, Improving Access to Psychological Therapies and Maternity and Children’s Dataset. Public Health England will be the data controller for the data from the National Drug Treatment and Monitoring System.

“Data Processor” has the meaning in section 1(1) of the Act. For this project ONS will be the data processor. ONS are responsible for the data matching for the evaluation of the Expanded Troubled Families Programme and so will be the data processor for the linked data provided by Government Departments, the Health and Social Care Information Centre (HSCIC) and Public Health England (PHE) on behalf of DCLG. ONS’s role will be to collate information supplied by Local Authorities and to link, merge and analyse data supplied by the Departments/HSCIC/PHE for the purpose of the evaluation. The Government Departments/HSCIC/PHE will be the data processor for linking the data provided by ONS with Departmental/health administrative data;

“Data Protection Legislation” means the Data Protection Act 1998 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

“Data Subject” has the meaning in section 1(1) of the Act;

“Data” means the data supplied by the Council to ONS;

“Environmental Information Regulations” means the Environmental Information Regulations 2004, as amended, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

“FOIA” means the Freedom of Information Act 2000, as amended;

“Government Department or Department” means the Ministry of Justice, Department for Work and Pensions/Her Majesty’s Revenue and Customs, Department for Education, Health and Social Care Information Centre, Public Health England as identified as participating in the Project;

“Local Authorities” means those local authorities that have been identified as participating in the Project;

“Longitudinal Study” means the potential further study of the data post-Project and as further described in Clause 4;

“National Administrative Data” means the Work and Pensions Longitudinal Study, the Police National Computer; Prison Database; the National Pupil Database; the Individualised Learner Record, the Mental Health Minimum Dataset, Hospital Episode Statistics, Improving Access to Psychological Therapies and the Maternity and Children’s Dataset; and the National Drug Treatment Monitoring System. Following further discussions with other agencies this list may be updated in the future;

“Parties” means the parties to this Agreement, namely the Council and DCLG;

“Personal Data” has the meaning in section 1(1) of the Act;

“Project” means the evaluation Project as further described in Clause 4;

“Processing” has the meaning in section 1(1) of the Act;

“Pseudo-anonymised or Pseudo-anonymised data” bears the meaning attached to it by the Administrative Data Taskforce being such data that cannot directly identify an individual as the personal data have been removed, but includes a unique identifier that enables the person’s identity to be re-connected to the data by reference to separate databases containing the identifiers as identifiable data. The unique identifier allows datasets to be linked together without knowing the identity of the person¹;

“Request for Information” means a request for information or a request under FOIA or the Environmental Information Regulations.

2.2. In this Agreement:

- a) the masculine includes the feminine and neuter;
- b) person means a natural person;
- c) the singular includes the plural and vice versa;
- d) a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

¹ Administrative Data Taskforce (2012) *The UK Administrative Data Research Network: Improving Access for Research and Policy. Report from the Administrative Data Taskforce.* December 2012.

2.3. Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2.4. References in this Agreement to Clauses, Paragraphs and Annexes are, unless otherwise provided, references to the Clauses, Paragraphs and Annexes of this Agreement.

2.5. In the event and to the extent only of any conflict or inconsistency between the provisions of this Agreement and the provisions of any document referred to or referenced herein, the provisions of this Agreement shall prevail.

3. COMMENCEMENT AND TERM

3.1. This Agreement shall commence upon signature by the Parties and shall continue in effect until end of December 2022 in accordance with the requirements of this Agreement unless otherwise subject to earlier termination in accordance with Clause 15.

3.2. The Parties may, by mutual consent in writing, agree to extend or amend this Agreement for a period of time to be agreed between them.

4. PURPOSE AND SCOPE OF PROJECT

4.1. The aim of this Project is to evaluate the impact of the Expanded Programme against its objective of reducing crime, poor school attendance, anti-social behaviour, unemployment and domestic violence and abuse.

4.2. Data sharing for the purpose of the evaluation of the Programme will significantly improve the evidence base, and in particular improve understanding of whether this type of programme is effective in intervening with families with multiple problems.

4.3. The Analysis of the data will be useful for informing future policies of this kind (payment by results, social impact bonds, closer partnership working), in particular whether this is an effective way of engaging individuals/families with multiple problems in such initiatives. It will be used to provide information fed back to local authorities to help them understand the impact of the work they are doing with families locally.

4.4. In order to estimate what would have happened to troubled families if they had not been subject to the Programme, it is necessary to compare the outcomes of a similar group of families who did not receive support under the Programme. By linking individual level data, for families taking part in the Programme as well as a similar group of families not taking part, the evaluators will be able to look at history and outcomes before and after participation in the Programme, and at comparable points in time for the comparison group, to ensure that treatment and comparison groups are similar in terms of these and other characteristics.

4.5. This will be achieved by using personal data supplied to ONS by Local Authorities on individuals identified as part of a troubled family and individuals from a comparison group of

families. The exact method used to link the data may vary during the course of the project, initially the linking to the National Administrative Datasets will be done by the individual Departments/health agencies however in the future it may be done by ONS. All work carried out by ONS will be in their Secure Linkage Facility and appropriate security measures and procedures will be put in place to ensure the privacy of individuals is maintained.

4.6. In requesting each data extract from Departments/health agency, ONS will supply a dataset containing personal data and a pseudo-anonymised unique identifier for each individual. The personal identifiers (name, date of birth and address) will be removed from the data extract created by each Department/health agency before it is sent to ONS, but the pseudo-anonymised identifier will remain. This dataset will include the data from each Department/health agency on members of troubled families and the comparison group at an individual-level. This dataset will contain only the pseudo-anonymised identifier and the linked administrative data (it will not include names, dates of birth or addresses).

4.7. The purpose of linking the data supplied by each Department/health agency is to carry out multivariate analysis to estimate the impact of the programme.

4.8. DCLG will retain a version of the pseudo-anonymised linked dataset until 2025 and use analysis of these data to inform similar future policies/related policy questions. The Departments/DH may reasonably request that DCLG analysts carry out analysis on this dataset on their behalf until such dataset is destroyed by DCLG.

4.9. If the administrative datasets can be matched and linked for the evaluation this will reduce the need for primary data collection and provide significant savings – based on other bids received for the first evaluation we estimate that this will save around £1.5m. This method has other advantages, particularly for carrying out research with disadvantaged groups where the costs of achieving good response rates to surveys are particularly high.

4.10. The steps comprising the Project are set out in clause 5. This Agreement does not relate to any data sharing between the Parties not forming part of the Project or Longitudinal Study.

4.11. DCLG may wish to conduct a Longitudinal Study to establish whether outcomes achieved as a result of the programme are sustained in the long term. This will only be carried out if Government Departments/health agencies agree, have the resources to do so in 2022 and can justify that it is a good use of public funds.

5. LEGAL BASIS FOR DATA SHARING

5.1. [The Council]

[The Council] will share data for the purposes of this Project in exercise of the general power of competence under section 1 of the Localism Act 2011 and powers under section 111 of the Local Government Act 1972. These provisions, respectively, give the Council the power to do anything individuals generally may do (subject to the limitations set out in the Localism Act 2011), and the power to do anything which is calculated to

facilitate, or is conducive or incidental to, the discharge of any of the functions of the local authority.

5.2. DCLG

Ministers of the Crown have ordinary common law powers to do whatever a natural person may do (subject to overarching legal constraints). In this context the Secretary of State for DCLG is commissioning this research in exercise of its common law powers.

6. USE OF DATA AND DATA MATCHING PURSUANT TO THE PROJECT

6.1. The Parties agree that the data is being matched for research and analytical purposes only and cannot be used for any other purpose, such as making decisions in relation to specific individuals.

6.2. The Project will consist of the following steps and each Party acknowledges their respective obligations in relation to each step:

a) The Project involves the processing and supply of Personal Data supplied by the Council to ONS. The records of the individual will have been collected by Local Authorities from September 2014 onwards.

b) The Council will send batches of Personal Data to ONS every 6 months. The first is expected to be received in June 2015 and the second in January 2016. The Data are being sought at regular 6-monthly intervals to observe changes and the impact over the life-time of the programme. The results will be fed back at an aggregate level by DCLG to individual local authorities on a regular basis to inform their practice and decision-making.

c) The Personal Data on individuals on the Programme and in the Comparison Group will be supplied to each of the Government Departments/health agencies by ONS for the purposes of obtaining National Administrative Data for these individuals.

7. SECURITY OF DATA TRANSFER

7.1. The Data shall be transferred from the Council to ONS in accordance with the HMG Security Policy Framework which can be found here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200552/HMG_Security_Policy_Framework_v10_0_Apr-2013.pdf

7.2. The Data will be transferred using CESG approved encrypted media and the movement of all datasets will be recorded.

7.3. Personal Data will be transferred from the Council to ONS securely (e.g. using Egress)

7.4. When received, the Data will be opened in the ONS Secure Data Linkage Facility. ONS shall inform the Council within one week if they are unable to access the Data.

8. PROTECTION OF PERSONAL DATA

8.1. The Council and DCLG agree that DCLG shall (and DCLG will instruct ONS to ensure they shall):

- a) process the Personal Data only as set out in this Agreement;
- b) process the Personal Data only to the extent, and in such manner, as is necessary for the Project;
- c) comply with obligations of the seventh data protection principle in the Act and in particular implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall ensure a level of security appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- d) take reasonable steps to ensure the reliability of any personnel who have access to the Personal Data. DCLG will ensure such personnel will be: a limited number of analysts assigned to the evaluation. The Data will be stored in the secure data laboratory with limited access;
- e) obtain prior written consent from DCLG and the Government Departments/health agencies in order to transfer the Personal Data to any sub-contractor or other third party;
- f) take reasonable steps to ensure the reliability of any Data Recipient Personnel who have access to the Personal Data. Ensure that all Personnel required to process the Personal Data are informed of their obligations under this Agreement with regard to the security and protection of Personal Data and that those obligations are complied with;
- g) ensure that no Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by DCLG or the Government Departments/health agencies.

8.2. The Council and DCLG shall comply at all times with the Data Protection Legislation and shall ensure that they each perform their obligations under this agreement in full compliance with the Data Protection Legislation and any other applicable law, in particular the Human Rights Act 1998 and the common law duty of confidentiality. DCLG will instruct ONS to do so.

8.3. DCLG agree that they will not process Data collected from the Council as part of this Project for any other purpose without prior written permission of the Council. DCLG will instruct ONS to do so.

9. SUBJECT ACCESS REQUEST

9.1. Individuals have the right created by section 7 of the Data Protection Act to see a copy of the information held about them. The Council as Data Controller would be responsible in responding to written requests for information about what personal data is being provided about individuals in respect of this project.

10. FREEDOM OF INFORMATION

10.1. DCLG acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with their Information disclosure requirements.

11. DISCLOSURE PROTECTION

11.1. Techniques for aggregation and disclosure protection, as part of the output of the Project, will be in accordance with the rules set out below.

a) Tables that contain very small sample numbers in some cells may be disclosive. DCLG will ensure that tables do not report numbers or percentages in cells based on only 5 or fewer cases. Cells based on 5 or fewer cases should be combined with other cells or, where this is not appropriate, the figures will not be reported and cells will be marked in a way to indicate small numbers.

b) Tabular outputs will be for the lowest level of geography for which a useful output, subject to (a), can be produced.

c) Although most outputs from models or other statistical analysis will not be disclosive, DCLG will ensure that persons, households or organisations cannot be identified. In particular, results based on very small numbers, should be avoided. Any output that refers to unit records, e.g. a maximum or minimum value, should be avoided. Models should not report actual values for residuals.

d) Graphical outputs should be based on non-disclosive information. DCLG will take particular care not to report extreme outliers.

12. RETENTION AND DESTRUCTION OF DATA

12.1. DCLG shall instruct ONS to store the data provided by the Council securely at all time. All personal identifiers contained within the data provided by the Council will be encrypted using a one way cryptographic hash after variables required in the linked dataset such as age have been derived. This encryption ensures the privacy of the individual while allowing ONS to link the data to other information sources if required.

12.2. DCLG have agreed to limit access to the Data to a small number of individuals at DCLG who can be named on request (these individuals have all been CTC security cleared). DCLG will instruct ONS to do so (all ONS staff with access to the data have been at least SC level security cleared).

12.3. At DCLG, access to the pseudo-anonymised dataset will be password-controlled and limited to a set of specific individuals. DCLG will instruct ONS to do so.

12.4. All individuals granted access to the datasets (at DCLG and ONS) have been briefed on the legal requirements around handling and storing the Data for this project.

12.5. Staff at ONS will be instructed to store the Data provided by the Council in their Secure Linkage Facility at all times. All access to the facility and the data within it is monitored and recorded. At the end of the Project staff will securely overwrite and/or destroy the original dataset provided by the Council.

12.6. Staff at ONS will be instructed to securely store the Data in encrypted format (using CESG approved encrypted media) at all times when manipulation and analysis is not in progress.

12.7. After the Data has been destroyed, DCLG will instruct ONS to sign a declaration to confirm that the Data and all copies of the Data have been destroyed to the required standards.

12.8. DCLG will instruct ONS to securely store the Data provided by the Council until two years after the completion of the Project in case DCLG decides to commission further analysis of the long-term impacts of the Programme following the main Project (Longitudinal Study). The Project is due to be completed in 2020 and therefore the Data will be retained until December 2022 to allow for the Longitudinal Study.

12.9. At the end of the data retention period for the Project and the Longitudinal Study, or upon termination of this Agreement if earlier, DCLG will instruct ONS to agree to destroy all copies of the Data on all media.

12.10. DCLG will instruct ONS to ensure that the Data are destroyed to the standards that meet government standards for secure and complete destruction.

12.11. After the Data has been destroyed, DCLG will instruct ONS to sign a declaration to confirm that all copies of the Data have been destroyed to the required standards.

13. LOSS OR UNAUTHORISED RELEASE

13.1. The Council and DCLG will report to all parties (DCLG, The Council and the Information Commissioners Office) any loss or unauthorised release of the Data as soon as possible and no later than 24 hours after the loss or unauthorised release is identified. DCLG will instruct ONS to do so.

13.2. The Council and DCLG acknowledge that any loss or unauthorised release of the Data can be treated as valid grounds for immediately terminating this agreement by any party.

13.3. Any loss or unauthorised release of the Data by ONS or the Council will need to be investigated by DCLG. Existing departmental data incident processes and reporting will be utilised.

14. AUTHORISED REPRESENTATIVES

14.1. The Council and DCLG will each appoint an Authorised Representative to be the primary point of contact in all day-to-day matters relating to this Agreement:

14.2. For ESSEX COUNTY COUNCIL:

Name: Lise Bird

Postal Address: Essex Family Solutions, The Watergardens Office, Harlow, Essex, CM20 1AG

E-mail address: lise.bird@essex.gov.uk

Telephone number: 03330 138325 / 07894 964679

12.3 For DCLG:

Name: Lan-Ho Man

Postal Address: South-west section, 4th Floor, Fry Building, 2 Marsham Street, London, SW1P 4DF

E-mail address: Lan-Ho.Man@communities.gsi.gov.uk

Telephone number: 0303 444 2822

13. PRODUCTS AND PUBLICATIONS

The Data potentially allows for persons to be identified, although the risk of this happening will be minimised by the steps taken in clauses 9 and 10. DCLG and ONS will carry out a thorough check of the Data and ensure that all steps are taken within its powers to minimise the risk that any outputs lead to identification of a person by a third party.

14. DISPUTE RESOLUTION

14.1 Any disputes arising concerning this Agreement will be resolved initially by discussions between the Authorised Representatives of the Council and DCLG.

14.2 If the dispute cannot be resolved amicably between the Authorised Representatives then the matter will be escalated to: for the Council: **the Chief Executive/Head of the Troubled Families Programme**; and for DCLG: the Deputy Director of the Troubled Families Programme.

15. TERMINATION

15.1 Any Party may terminate this Agreement upon one month's written notice to the other.

15.2 Any Party may terminate this Agreement with immediate effect in the event of a material breach of its obligations by the other Party to this Agreement.

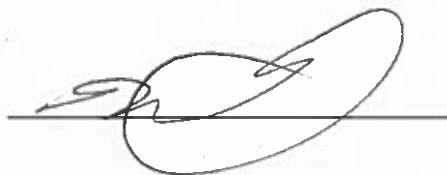
16. STATUTORY COMPLIANCE

The Parties shall comply with all relevant legislation, regulations, orders, statutory instruments and any amendments or re-enactments thereof from the commencement of this agreement.

AS WITNESS of which the parties have set their hands on the day and year first above written

SIGNED for and on behalf of
Director for Information Services/Chief Information Officer
FOR ESSEX COUNTY COUNCIL

By:



Name: David Wilde
Title: **Director for Information Services/Chief Information Officer**

SIGNED for and on behalf of
THE DIRECTOR
FOR TROUBLED FAMILIES PROGRAMME AT THE DEPARTMENT FOR COMMUNITIES AND LOCAL GOVERNMENT

By:

Name: Joe Tuke
Title: Director

