

# INFORMATION SHARING PROTOCOL SUMMARY SHEET



<b>Title of Agreement</b> PAMMS Project					
<b>Organisation Name</b>	<b>Head Office Address</b>	<b>Phone</b>	<b>Email</b>	<b>Named Data Protection Officer</b>	<b>ICO Notification reference</b>
Essex County Council	County Hall Market Road Chelmsford Essex CM1 1QH	08457 430430	<a href="mailto:informationgovernanceteam@essex.gov.uk">informationgovernanceteam@essex.gov.uk</a>	Paul Turner	Z6034810
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<b>Version Control</b>					
<b>Date Agreement comes into force</b>			September 2019		
<b>Date of Agreement review</b>			September 2020		
<b>Agreement owner (Organisation)</b>			Essex County Council		
<b>Agreement drawn up by (Author(s))</b>			Gemma Gibbs, ECC		
<b>Status of document – DRAFT/FOR APPROVAL/APPROVED</b>			APPROVED		
<b>Version</b>			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:

- transparency for individuals whose data you wish to share as protocols are published here;
- 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
Privacy Impact Assessment (PIA/DPIA)		
Supporting Standard Operating Procedure		
Associated contract		Hertfordshire Council
Associated Policy Documents		
Other associated supporting documentation		

Published Information Sharing Protocols can be viewed on the [WEISF Portal](#).

1.	Purpose	REFERENCES
<p>The Project is designed to support local authorities, sub-regions and regions to better understand the care market. The Project covers regular provider market analysis and focuses on how this information can be used to support improved Commissioning, Contracting, Market Position Statements, as well as provider engagement and contingency arrangements in the event of provider failure. The Project is overseen by ADASS East.</p> <p>The Project involves the collection of a small data set from adult social care records held by individual Councils. HASTec has entered into a contract (the Contract) with Hertfordshire County Council acting on behalf of ADASS East. The data to be provided on the data collection template will be requested via the individual Councils and returned directly by participating Councils to HASTec <b>(with the exemption of post code information which has not been approved as part of this agreement)</b>. HASTec will carry out initial processing by checking that the templates have been completed correctly, obtain any clarification from the relevant Councils, amend the form as necessary (within the parameters of the agreed legal basis), produce a master spreadsheet for each Council containing all the information provided, before transferring the anonymised information to the regional PAMMS system. Data is to be provided to HASTec as a data processor. The Contract in compliance with Article 28(3) GDPR sets out what HASTec is expected to do with the data, how their processing activities are governed by the Contract, and contains various stipulations and safeguards.</p> <p>On receipt of the spreadsheets, HASTec will use the data to populate the regional instance of PAMMS as a market analysis tool for local authorities to use. This will have a secure access portal which will enable participating local authorities to interrogate and view aggregated views of the data across all participating authorities, geographical regions and providers. In addition, a core set of summary measures and reports will be aggregated at authority level and made available to participating authorities.</p>		<p>GDPR Go to article 5</p>
2.	Information to be shared	
Information to be provided by Essex County Council to HASTec Ltd		GDPR
<b>Bed Based Collection (OP &amp; LD Residential Nursing Care)</b>		Go to articles 6
Pseudonymised ID	Client age range	- 9
Gender	Primary Support Reason	
CQC Location ID	Name of Registered Location	
Permanent Status	Type of Support Provision	

Contract type	EMI Status	
Weekly LA price paid (GROSS COST)	Placement start date	
Joint Funding Status		
<b>LD Supported Living and OP Domiciliary Care</b>		
Pseudonymised ID	Client age range	
Gender	Primary Support Reason	
CQC Location ID	Name of Registered Location	
Type of Support Provision	Is the placement in or out of area? (SL only)	
Permanent Status	Contract type	
Placement start date	Weekly LA price paid (GROSS COST)	
Joint Funding Status	Average Price paid per Home Care Unit	
Total Number of Hours Commissioned per Week	Does this package include two handed care?	
Does this package include night care?	Does this package include specialist care	
Is this package being delivered in an Extra Care setting?	Is this package being funded through an individual service fund? (ISF)	
Is this outcome-based commissioning?	Rate 1 – Cost Per Hour	
Rate 1 – Commissioned Hours	Rate 2 – Cost Per Hour	
Rate 2 – Commissioned Hours	Rate 3 – Cost Per Hour	
Rate 3 – Commissioned Hours	Rate 4 – Cost Per Hour	
Rate 4 – Commissioned Hours		
<b>Direct Payment</b>		
Primary Support Reason	Number of Direct Payments	
Weekly Gross Cost £ of the Direct Payments		
<b>Shared Lives</b>		
Provider Name (Shared Lives Only)	Primary Support Reason	
Number of Shared Lives Placements	CQC Location ID (Shared Lives)	
Weekly GROSS Cost of Shared Lives Placements		
N.B. If the same data is shared by each Partner then only complete once to cover all Partners Please delete any unused lines		
<b>3.</b>	<b>Legal Basis</b>	
<b>General Data Protection Regulation 2016 (GDPR) and Data Protection Act 2018.</b>		GDPR

<b>Personal Data (identifiable data)</b>	<b>Special Categories of Data (Sensitive identifiable data)</b>	<b>Law Enforcement data (e.g. community safety partnerships)</b>	Go to articles 6-14
<b>Article 6:</b> <i>[please click and select]</i>	<b>Article 9:</b> (if appropriate): <i>[please click and select]</i>	<b>DPA Part 3</b> (if appropriate): <i>[please click and select]</i>	
<i>Public Task</i>	Substantial Public Interest	Choose an item.	
Choose an item.	Health & Social Care	Choose an item.	

Other legislation or statute as follows:

**Care Act 2014** - Local authorities have a duty under s. 5 of the Care Act 2014 to promote the efficient and effective operation of the market in care services, which involves, amongst other things, collecting and analysing information about demand for services and the availability and sustainability of providers of those services. The Project is designed to help authorities with that important task.

<b>4.</b>	<b>Responsibilities</b>	
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For the purposes of this Protocol the responsibilities are defined as follows: For help go to <a href="https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679&amp;from=EN">https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679&amp;from=EN</a> Articles 24 – 29 where these roles are explained.	Tick box	Organisation Name(s)	<b>GDPR</b> Go to articles 13-14, 24 - 31
The Sole Data Controller for this sharing is:	<input checked="" type="checkbox"/>	Essex County Council	
Data Processors party to this protocol are (please list):	<input checked="" type="checkbox"/>	HAStec Ltd	

This Protocol will be reviewed one year after it comes into operation to ensure that it remains fit for purpose. The review will be initiated by Essex County Council.

**5.**

**Subject Rights**

Essex Partner Agencies' Information Sharing Agreements are made publicly available on the Wider Eastern Information Stakeholder Forum website to enable compliance with article 12 of the GDPR.

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. It is for the organisation initiating the ISP to identify which rights apply, and then each Partner to ensure they have the appropriate processes in place.

<p align="center"><b>Subject Rights</b></p> <p align="center"><b>Select the applicable rights for this sharing according to the legal basis you are relying on</b></p>	<p>Processes are in place to enact this right - please check the box</p>
<p>GDPR Article 13&amp;14 – <b>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.</p>	<p align="center"><input checked="" type="checkbox"/></p>
<p>GDPR Article 15 – <b>Right of Access</b> – Individuals have the right to request access to the information about them held by each Partner</p>	<p align="center"><input checked="" type="checkbox"/></p>
<p>GDPR Article 16 – <b>Right to Rectification</b> – Individuals have the right to have factually inaccurate data corrected, and incomplete data completed.</p>	<p align="center"><input checked="" type="checkbox"/></p>
<p>GDPR Article 17 (1)(b)&amp;(e) – <b>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 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>	<p align="center"><input type="checkbox"/></p>
<p>GDPR Article 18 – <b>Right to Restriction</b> – Individuals shall have the right to restrict the use of their data pending investigation into complaints.</p>	<p align="center"><input checked="" type="checkbox"/></p>
<p>GDPR Article 19 – <b>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 restrict, unless it involves disproportionate effort.</p>	<p align="center"><input checked="" type="checkbox"/></p>
<p>Article 21 – <b>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</p>	<p align="center"><input type="checkbox"/></p>

GDPR  
Go to articles 12 – 15

GDPR  
Go to article 16 & 22

<p>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>		
<p>Article 22 – <b>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.</p>	<input type="checkbox"/>	
<p><b>Freedom of Information (FOI) Act 2000</b> or <b>Environmental Information Regulations (EIR) 2004</b> 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"/>	
<b>6. Security of Information</b>		
<p><b>Security measures in place</b></p>		<p>GDPR articles 30 - 45</p>
<p>There are good quality access control systems in place</p>	<input checked="" type="checkbox"/>	
<p>Paper information is stored securely</p>	<input checked="" type="checkbox"/>	
<p>Paper and electronic information is securely destroyed with destruction log for electronic information</p>	<input checked="" type="checkbox"/>	
<p>Laptops and removable media such as memory sticks are secured when not in use</p>	<input checked="" type="checkbox"/>	
<p>Technical security appropriate to the type of information being processed is applied</p>	<input checked="" type="checkbox"/>	
<p>Arrangements are in place to meet the requirements for confidentiality, integrity and availability</p>	<input checked="" type="checkbox"/>	
<p>Disaster recovery arrangements are in place</p>	<input checked="" type="checkbox"/>	
<p>Encryption of personal data is fully implemented</p>	<input checked="" type="checkbox"/>	
<p>Data minimisation has been considered</p>	<input checked="" type="checkbox"/>	
<p>Can pseudonymised or anonymised data be used to meet your processing needs?</p>	<input checked="" type="checkbox"/>	
<p>There are sufficient access controls for systems/networks in place</p>	<input checked="" type="checkbox"/>	
<p>Routine and regular penetration tests are carried out</p>	<input checked="" type="checkbox"/>	
<p>Article 40 Codes of Conduct are adhered to (where applicable)</p>	<input type="checkbox"/>	
<p>Appropriate security is applied to external routes into the organisation; for example, internet firewalls and remote access solutions</p>	<input checked="" type="checkbox"/>	
<p>Confirm entry in Records of Processing Activity</p>	<input type="checkbox"/>	

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 security incidents involving personal data, including notifying relevant third parties of any incidents
- 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 and Frequency**

- The format the information will be shared in is an excel spreadsheet.
- Personal information will be securely shared via secure email which will encrypt the transfer. Egress will be used by both parties.
- HASTec is ISO 270001 compliant.
- The frequency with which the information will be shared is initially a one off with the plan to move this to monthly.

If a shared system is being used by partners: NOT APPLICABLE for this sharing arrangement.

**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.

The Contract (between Herts and HASTec) includes an obligation upon HASTec to comply with any instruction by the Council to transfer or destroy the data upon termination of the contract in accordance with the requirements of data

GDPR  
Go to article 5



protection law. HASTec will not retain information provided to it by the Council once it has completed its contractual tasks in relation to that data.		
<b>9.</b>	<b>Data Accuracy</b>	
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 <input checked="" type="checkbox"/>		<a href="#">GDPR</a> Go to articles 5, 16 - 18
<b>10.</b>	<b>Breach Notification</b>	
<p>Where a security 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 any other affected Partner to this protocol, and notification to the ICO 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 owner as depicted on page 1 of this document.</p> <p>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 owner as depicted on page 1 of this document.</p> <p>All Partners to this protocol must ensure that robust policy and procedures are in place to manage security incidents, including the need to consult Partners where the breach directly relates to information shared under this protocol.</p>		<a href="#">GDPR</a> Go to articles 33, 34, 77 - 84
<b>11.</b>	<b>Complaints</b>	
Partner agencies will use their standard organisational procedures to deal with complaints from the public arising from information sharing under this protocol.		<a href="#">GDPR</a> Go to articles 16 – 22 & 77
<b>12.</b>	<b>Commencement of Protocol</b>	

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 WEISF administration team [weisf@essex.gov.uk](mailto:weisf@essex.gov.uk). The WEISF administration team will notify other Partners to the Protocol. The 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 the organisation (SIRO/Caldicott Guardian/Chief Information Officer).

Approver Name	
Organisation Name	
Date of Agreement	

**Please submit this Protocol to [weisf@essex.gov.uk](mailto:weisf@essex.gov.uk) with list of approved signatories. The Protocol will then be published on [weisf.essex.gov.uk](http://weisf.essex.gov.uk).**

**Email approvals will only be accepted from an authorised signatory role from each organisation. Please see the list of authorised roles per organisation on [WEISF.essex.gov.uk](http://WEISF.essex.gov.uk)**