**WEISF INFORMATION SHARING PROTOCOL**

# SUMMARY SHEET

**Title of Agreement: Impact of RTC’s (Road Traffic Collisions) on Social Care**

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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 |
| Essex Police Federation | Police Headquarters, Sandford Rd, Springfield,ChelmsfordCM2 6DA | 01245 491491 | dpo@essex.police.uk  |  | Z4678769 |
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**Version Control**

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| --- | --- |
| Date Protocol comes into force | 01/12/2022 |
| Date of next Protocol review | 31/11/2023 |
| Protocol Lead Organisation | Essex County Council |
| Protocol drawn up by (Author(s)) | Tom MacGregor |
| Status– DRAFT/FOR APPROVAL/APPROVED | APPROVED |
| Version  | 1.0 |

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.

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| Item | Name/Link /Reference | Responsible Authority |
| Data Protection Impact Assessment (DPIA) | 1261 |  |
| Supporting Standard Operating Procedure |  |  |
| Associated contract |  |  |
| Associated Policy Documents |  |  |
| Other associated supporting documentation |  |  |

1 – Purpose

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| On 1st April 2022, SERP’s (Safer Essex Roads Partnership) Vision Zero Strategy came into effect, which outlines the partnership’s goal that no one will die or be seriously injured on Essex roads by 2040. Currently, over 600 serious injuries take place in Essex annually. In order to continue reducing this figure, the partnership is constantly developing and improving road safety activity and campaigns aimed at awareness raising. Serious injuries following a collision can result in life altering injuries or conditions, for which individuals might require social care services. However, the impact of RTC’s (Road Traffic Collisions) on social care in Essex is yet to be explored and quantified. This project is aimed at bridging this gap. By obtaining knowledge on the relationship between RTC’s and social care services, SERP will be provided with an additional body of evidence to inform and support their constant road safety work. In particular, information on the makeup of the cohort requiring social care services following an RTC, as well as an understanding of the types of collisions which lead to this outcome can allow SERP to target the appropriate types of incidents or drivers in their preventive activity. In addition to that, awareness of the financial burden on social care services created by RTC’s can contribute to the case for assigning additional resources and funds to the improving of road safety activity. By preventing such outcomes in the future, the financial burden on social care would be diminished, allowing this key service to better assign its funds and resources. SERP’s activity is data and evidence driven, with an important data source supporting the partnership’s work being the STATS19 dataset. This dataset containing collision-level data is vital for the partnership’s work, and ensuring it includes all incidents of interest to the partnership is necessary. This project may provide an opportunity to test the incident reporting rate of the STATS19 data, by comparing it to cases known to social care (where the need for services resulted from a RTC). Should significant under-reporting be detected, SERP can use this finding to tackle the issue, which in turn would allow robust reporting and analytical work within the partnership. As such, this project will aim to answer the following research questions: • Can we identify SC (social care) service users that require SC support as a result of a RTC?• How does this cohort compare to the total number of serious injuries acquired per year in Essex? What proportion of individuals with serious injuries come into social care services? • What are the demographics of SC clients whose needs were acquired through an RTC?• What is the financial cost to social care services in Essex of this cohort? Both in a short term (such as annually), as well as long term (lifetime costs of services)? • What types of RTC’s lead to social care needs? Are there particular types of collision, modes of transport, road types, etc., which lead to the needs generating the highest demand on services? • Is there any under-reporting in the STATS19 dataset? If so, at what rate?This insight will inform road safety activity undertaken by SERP towards the reducing and prevention of deaths and serious, life-changing injuries following a road traffic collision. This will be in line with and contribute to the reaching of SERP’s Vision Zero strategic goals. An understanding of the types of collisions most likely to lead to life altering injuries which require long term social care can allow SERP colleagues to target those types of incidents in their preventive activity and awareness-increasing campaigns.Knowledge of the costs of road collisions on social care will provide strong evidence towards how improving the delivery of road safety activity can result in a reduced financial burden on the council’s services.The assessment of reporting rates within the STATS19 dataset could result in the detection of under-reporting – if significant under-reporting is to be identified, the finding will be put towards supporting the case for improving reporting within the widely-used dataset. |

2 – Information to be shared

Essex Police record data for reported road traffic collisions in the CRASH computer system. This includes details of collision times, locations, circumstances, contributory factors, vehicles, drivers and persons injured. The CRASH system is provided by the Department for Transport (DfT) but the data is owned and managed by the Police Force for the location where to collision took place. DfT have advised it is possible to export all personal data recorded in the system and that the governance and sharing of this data is a matter for the Police Force and any organisation that the data is shared with.



Personal data for persons injured in collisions recorded in the CRASH system that is necessary for this project comprises:

* Full name
* Date of birth
* Home postcode
* Vehicle registration mark

This data is required in order to accurately match social care records with collision records. Once this matching has been carried out then the personal data can be removed from the process. The process will create an enriched version of the social care record that includes the circumstances of the road traffic collision that resulted in the care needs being acquired. These enriched records will be the subject of the final analysis but will not be added to the social care records database.

These details are essential to understand socio-demographic factors that need to be addressed in order for Essex County Council, as the Highway Authority, to fulfil the legal obligations outlined in section 3 below.

3. Legal basis

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

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| 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): *None* | DPA Part 3 (if appropriate): |
| Public Task | Choose an item. | Choose an item. |
| Legal Obligation | Choose an item. | Choose an item. |
| Choose an item. | Choose an item. | Choose an item. |
| Choose an item. | Choose an item. | Choose an item. |

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

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| Road Traffic Act 1988, Section 39.3. Each local authority: - Must carry out studies into accidents arising out of the use of vehicles on roads or parts of roads, other than trunk roads, within their area.- Must, in the light of those studies, take such measures as appear to the authority to be appropriate to prevent such accidents, including the dissemination of information and advice relating to the use of roads, the giving of practical training to road users or any class or description of road users, the construction, improvement, maintenance or repair of roads for which they are the highway authority and other measures taken in the exercise of their powers for controlling, protecting or assisting the movement of traffic on roads. |

4. Responsibilities

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| 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:(ECC and EP will remain separate sole controllers for the information they contribute to the research project) |[x]  Essex County CouncilEssex Police |
| 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 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.

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| 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: Being shared as a .xml attachment to emails sent from the CRASH system to accidentdata@essexhighways.org. Content of .xml files uploaded to the AccsMap database. AccsMap is provided by Buchanan Computing who provide the following statement on data security:

Buchanan Computing Limited's cloud solution is accessed via a secure and certified https encrypted web portal. All data transmitted between clients and the Buchanan cloud service is done so using strong encryption protocols. Our service supports the latest recommended secure cipher suites to encrypt all traffic in transit, including use of TLS 1.3 protocols, AES256 encryption and SHA2 signatures, whenever supported by the clients. All customer data resides in the UK including backups. Our equipment is co-located in a UK-based ISO27001 compliant data centre.

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. International Transfers **(Where applicable)**

Not applicable

# 8. Format & Frequency

* The format the information will be shared in is digital .xml files via email to accidentdata@essexhighways.org
* The frequency with which the information will be shared is a one-off basis.

If a shared system is being used by partners: Not applicable

# 9. 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.

# 10. 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]

# 11. 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.

12. Complaint Handling

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

# 13. 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.

14. 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.

# 15. 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 |  |
| Role of Lead Signatory |  |
| Name of Lead Signatory |  |
| Date |  |
| Protocol Partner Organisation |  |
| Partner Organisation |  |
| Role of Partner Signatory |  |
| Name of Partner Signatory |  |
| Date |  |

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