

Data sharing agreement for Household Support Fund (Winter Funding)

between

Staffordshire County Council (SCC)
Beat the Cold (BtC)
Community Foundation for Staffordshire (CFS)

Introduction

The purpose of this Agreement is to facilitate the sharing of information between the Partners outlined above. The agreement sets out the standards and a framework for data to be shared.

Organisations involved in providing services to the public have a legal responsibility to ensure that their use of personal information is lawful and that an individual's rights are respected. By accepting this Agreement all organisations confirm their intention to share information in a lawful and controlled way.

Purpose of the sharing

On 30 September 2021, the government announced that vulnerable households across the country will be able to access a new £400 million Household Support Fund to help them with essentials throughout winter including food, energy and water bills.

The Department for Work and Pensions (DWP) is providing the funding under section 31 of the Local Government Act 2003 (power to pay grant), to County Council's and Unitary Authorities, to administer the scheme and provide assistance to households most in need.

Staffordshire County Council have acquired the services of Beat the Cold and Community Foundation for Staffordshire to assist them with delivery of the fund.

Beat the Cold will receive completed application forms and carry out an initial assessment of eligibility based on the Staffordshire Warmer Homes criteria. Eligible applicants will then be transferred to Staffordshire County Council for verification and further eligibility checks. Those applicants who remain eligible will then be transferred to Community Foundation for Staffordshire, who will make final enquiries with the service users utility provider, before making a direct payment to them on the service users' behalf.

Lawful and fair

As both personal and special category data are being collected, the GDPR requires organisations to identify their lawful basis for processing. The following Article 6 and Article 9 lawful bases are being relied on:

Article 6(1)(a) the data subject has given consent to the processing of his or her data for one or more specific purposes.

Article 9(2)(a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes.

Service users will be provided with a comprehensive privacy notice before the application form is completed, and they will be required to positively indicate that they consent to the processing before the form can be submitted.

Types of data to be shared

Beat the Cold

Households will apply for the funding directly by completing a webform on the Staffordshire Warmer Homes website which is hosted by Staffordshire County Council. This data will be directly populated in to Beat the Cold's CRM system.

At this stage the following data will be collected, by Beat the Cold, from the service user:

- Title

- First name
- Last name
- Address
- Postcode
- Phone number
- Email
- National Insurance Number
- District

If the application is being completed by someone other than the service user, the person providing the information (the referrer) will be asked for:

- Name
- Relationship to the service user
- Telephone number
- Email address

A free text box is available for the service user, or referrer, to detail the nature of the enquiry.

The service user, or referrer, will then be required to confirm that they consent to their data to be processed for the purposes outlined.

Once Beat the Cold are in receipt of the completed webform, they will be required to collect further data directly from service users. Only data which is necessary will be collected but will include some, or all, of the following:

- Marketing
- Date of first contact
- Date of birth
- Ethnicity
- Disability
- Health notes
- Housing status
- Personal status
- NHS number

- Discharge data
- Benefits received
- WHD eligibility
- House type and number of beds
- Main fuel type
- Employment status

Details of conversations between Beat the Cold and the service user will also be recorded on the CRM system.

Once Beat the Cold has obtained all of the required data, they will assess a service users' eligibility against the established [Staffordshire Warmer Homes criteria](#). Those service users who are eligible, based on these criteria, will be transferred to Staffordshire County Council to be assessed further.

Staffordshire County Council

Once the Council is in receipt of the eligible service users, further checks will be carried out to confirm that the data provided to Beat the Cold is correct.

The Household Support Fund is classed as Local Welfare Provision therefore the Council have legal permission to access the DWP Searchlight Portal, and specific Universal Credit data, for the purpose of this grant funding. This data must only be used to verify a specific individuals DWP benefit information.

Support is not restricted to vulnerable households in receipt of benefits therefore the Council are also able to use other data and sources at their disposal to identify and provide support to a broad cross section of vulnerable households.

Once the Council has verified and assessed the necessary data, service users' who remain eligible will be transferred to Community Foundation for Staffordshire for final checks and payment.

Community Foundation Staffordshire

Once Community Foundation for Staffordshire are in receipt of the eligible service users, they will be required to communicate with the service user's utility provider. The name and address of the applicant must match the name and address on the utility provider's account for a payment to be made.

Payments will be made by Community Foundation for Staffordshire directly to the utility provider where a service user is either in arrears, or slightly in credit.

Customers who do not appear to be eligible, I.e., the applicant is not the utility bill payer, will be referred to Beat the Cold for a follow up call. If an applicant cannot be verified, no payment will be made.

Data quality

A bespoke webform has been created by Beat the Cold, based on a previous data collection exercise, which has been modified to ensure that only data which is adequate, relevant and necessary is captured.

There are several free text boxes available to record in and employees from all partner organisations will have to use their professional judgement and organisational guidelines when deciding what is appropriate to record. Employees must ensure that they are only recording data which is required and proportionate for their processing purposes.

As data relating to some of the service users will be held by all partners, the partners must inform one another of any changes to the data as soon as a service user makes them aware of the change, to ensure that all data remains accurate and up to date.

Restrictions on the shared data

The partners agree that the data is being made available solely for the purposes described within this document and should not be used for any other purpose or disclosed to any other agency without the statutory authority to do so.

Data Protection and Confidentiality

Each partner will act as Data Controller for the data processed as part of the Household Support Fund.

Each partner should be aware of their responsibilities as a Data Controller under the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

All of the partners to this agreement must be signed up to the One Staffordshire Information Sharing Protocol which is an agreement to work together in order to deliver services for the social, economic and environmental wellbeing of the community.

Audits may be undertaken by the County Council to ensure that data is being processed correctly and in line with this agreement. Any discrepancies identified as part of this process, or any other, will be acted upon.

Security

All partners processing personal data shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss, damage or destruction of data.

All employees should have received appropriate data protection and information security training and must understand this agreement, particularly the lawful and fair use of data.

Data will be transferred electronically between the parties using secure, encrypted methods of communication.

Any potential or actual security breach relating to data shared by one of the partners shall be reported to that partner without delay. The incident will be investigated by the organisation responsible for the breach and outcomes will be reported to the partner.

Any decisions to report data breaches, pertaining to shared data, to the data subject and/or the Information Commissioner's Office shall be a joint decision taken by the partners concerned.

Information requests

Where a data subject exercises their rights under the Data Protection Act, for data processed as part of the Household Support Fund, it should be processed by the organisation receiving the request.

Where required the other partners shall offer all reasonable assistance to help them in achieving compliance.

Where a data subject withdraws consent from the process, the partner in receipt of the withdrawal request shall inform the other partners immediately.

Requests made under the Freedom of Information Act 2000, in relation to this agreement, will be dealt with by Staffordshire County Council.

Retention and destruction

Upon completion or termination of the agreement, all partners should ensure that they have access to any data which they require in order to continue to provide their service and/or as evidence of decisions made.

Any data held by parties who are no longer responsible for providing that service should retain that information in line with relevant retention schedules (specified as a minimum of 6 years in the contract, for SCC auditing purposes) at which point it should be securely destroyed.

Signatories to the Household Support Fund Data Sharing Agreement



Name: STEVE ADAMS

Position: CHIEF EXECUTIVE

Organisation: THE COMMUNITY FOUNDATION FOR STAFFORDSHIRE

Date: 25th NOVEMBER 2021

Name: _____

Position: _____

Organisation: _____

Date: _____

Name: _____

Position: _____

Organisation: _____

Date: _____