

## Appendix 4.2

# Hertfordshire Joint Housing Protocol Information Sharing Agreement



**Between:**

Hertfordshire County Council

**And**

Broxbourne Borough Council

Dacorum Borough Council

East Herts District Council

Hertsmere Borough Council

North Herts District Council

St. Albans City & District Council

Stevenage Borough Council

Three Rivers District Council

Watford Borough Council

Welwyn Borough Council

Herts Young Homeless

To ensure initial sign-off and completion as soon as possible, work to add the main general needs and supported accommodation, registered providers is underway and they will be added subsequently – B3Living, Clarion, Settle, Thrive, Watford Housing Trust, Catalyst, Hightown, One YMCA, Paradigm, Sapphire etc

<b>Project / Programme / Partnership</b>	Joint Housing Protocol
<b>Lead agency</b>	Hertfordshire County Council
<b>Contact name</b>	Marion Ingram
<b>Contact job title</b>	Operations Director, Specialist Services, Children's Services Directorate
<b>Contact address</b>	County Hall, Pegs Lane, Hertford, SG13 8DP

<b>Agreement start date</b>	1 <sup>st</sup> September 2020
<b>Agreement review date</b>	31 <sup>st</sup> August 2021

**Description of objectives and purpose underlying information sharing activity:**

The County Council has the responsibility for the welfare of certain vulnerable children and young people and for certain vulnerable adults; the partners to this Agreement are housing authorities or registered supported and general needs housing providers all of whom have responsibilities in respect of the provision of housing and/or the prevention of homelessness. Their work is guided by the Children Act 1989, the Homelessness Reduction Act 2017 and the Homelessness Code of Guidance 2018 as well as other relevant legislation.

The Hertfordshire Joint Housing Protocol provides a partnership approach to meeting the housing, homelessness and the related support needs of the following groups:

- Care Leavers;
- Homeless 16 & 17 year olds;
- Vulnerable families with housing needs, homeless families and intentionally homeless families;
- No Recourse to Public Funds Families who were supported by Children's Services and, on obtaining a positive Immigration Status that gives access to public funds/services, enables a *Duty to Refer* and homelessness application to be made to the relevant Housing Authority.

Lawful basis for processing:

- For Personal Data the lawful basis for processing is GDPR article 6 (1)(e) *Task in the public Interest and in line with official authority.*
- For Special Category Data the lawful basis for processing is GDPR article 9(2)(b) *processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law...*

The relevant member state law is:

- The Children Act 1989;
- The Housing Act 1996;
- The Homeless Act 2002;
- The Homelessness Reduction Act 2017;
- The Homelessness Code of Guidance 2018.

**Description of Information to be shared**

Relevant data which may include:

- Full name;
- Contact details: address; phone; email;
- Looked after child and leaving care status;
- Local connection;
- Date of birth;
- National Insurance Number;
- District/Borough Housing Authority case files;
- Named Registered Social Landlord case file
- Herts Young Homeless case information.

## Agreement

<b>A1</b>	This agreement recognises that the duty to share information can be as important as the duty to protect confidentiality.
<b>A2</b>	This agreement evidences the commitment of the named agencies to share information and personal data in a responsible, fair and lawful manner where it can be evidenced that there is a legitimate safeguarding or service need which is in the interest of children and young people or in the public interest.
<b>A3</b>	This agreement sets out the core requirements which each agency agrees to comply with whenever the sharing of personal data between the agencies is proposed, considered or undertaken.
<b>A4</b>	This agreement <b>does not</b> constitute an overarching permission for the broad, comprehensive or unchallenged sharing of personal data. It provides a framework for the sharing of data which aligns with the objectives and lawful basis for processing set out above. When disclosing personal identifiable information the agency sharing that information is responsible for ensuring that there is a secure basis in law for the disclosure and that the question of consent has been considered.

## Principles

<b>P1</b>	Personal data will <b>only</b> be shared to meet the stated objectives of the specific partnership outlined in this agreement.
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<b>P2</b>	The sharing and use of any personal data will comply <b>fully</b> with the requirements of data protection legislation and will follow best practice guidance issued by the <i>Information Commissioner's Office</i> .
<b>P3</b>	Where data to be shared constitutes Sensitive Personal Data/Special Category data obtained under a duty of confidentiality, the sharing and use of any personal data will <b>always</b> be subject to a <i>Data Protection Impact Assessment (DPIA)</i> , undertaken by the Data Controller of the information. <i>DPIAs</i> will be filed as appendices to this agreement.
<b>P4</b>	Each agency will be responsible for its own compliance with data protection legislation and all relevant associated legislation, including ensuring that it has appropriate local policy and process frameworks in place to underpin best practice, safeguard personal data and protect the legal rights of Data Subjects.

## Requirements


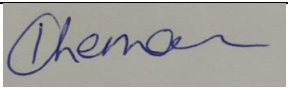



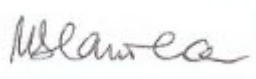
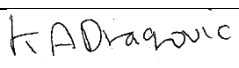
**Each agency party to this agreement shall:**

<b>R1</b>	Have appropriate organisational, procedural, physical and technical safeguards in place to ensure its full compliance with the requirements of data protection legislation in relation to the processing of any and all personal data shared through this agreement.
<b>R2</b>	Not knowingly or negligently process personal data shared through this agreement in such a way that it places any party in breach, or potential breach, of data protection legislation.
<b>R3</b>	Only use the information shared with it through this agreement for the purpose(s) agreed with the Data Controller(s) for that information.
<b>R4</b>	Comply with any specific requirements specified by the Data Controller(s) regarding the processing of personal information which the Data Controller(s) share(s) through this agreement.



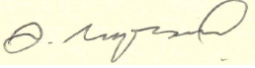


<b>R5</b>	Ensure data subjects are informed about data sharing through each organisation's privacy notices, and that the sharing is identified within each organisation's Register of Processing Activity.
<b>R6</b>	Only disclose personal information shared with it through this agreement where permission for that disclosure has first been agreed by the Data Controller which provided the information (except where the agency considers that there is a clear legal or regulatory obligation for disclosure without the Data Controller's consent).
<b>R7</b>	Agree transfer / exchange, access, storage, retention and disposal arrangements which are appropriate to the dataset being shared.
<b>R8</b>	Immediately inform the Data Controller(s) of any breach (or potential breach) of data protection legislation, in relation to its processing of the information provided by the Data Controller(s).
<b>R9</b>	Indemnify the Data Controller(s) against any costs incurred as a result of the agency's failure to comply with the requirements of data protection legislation.
<b>R10</b>	Ensure that it processes the Shared Personal Data fairly and lawfully in accordance with the Data Protection Legislation during the Term of this Agreement
<b>R11</b>	Not disclose or transfer Shared Personal Data to a third party located outside the EEA except in compliance with the provisions of Articles 45 to 49 of the GDPR
<b>R12</b>	Provide reasonable assistance to each other to facilitate the handling of any data loss or other data protection legislation breach event including liaison with the ICO and / or notifying the Data Subjects as required.

## Agreement

On behalf of the agencies they represent, the parties named below consent to the sharing of personal data between their agencies only where the requirements of this *Information Sharing Agreement and Protocol* are fully met.

Agency / department	Representative name	Position / job title	Signature	Date
Hertfordshire County Council	Marion Ingram	Operations Director Specialist Services		23 <sup>rd</sup> July 2020
Borough of Broxbourne Council	Katy Leman	Interim Head of Housing		18 <sup>th</sup> June 2020
Dacorum District Council	Natasha Beresford	Senior Housing Manager		24 <sup>th</sup> June 2020
East Herts District Council	Jonathan Geall	Head of Housing and Health		08 <sup>th</sup> July 2020
Hertsmere Borough Council	Idris Kargbo	Housing Operations Manager		26 <sup>th</sup> May 2020
North Herts District Council	Martin Lawrence	Strategic Housing Manager		15 <sup>th</sup> June 2020
St Albans City and District Council	Karen Dragovic	Head of Housing		15 <sup>th</sup> June 2020

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<b>Stevenage Borough Council</b>	<b>Hannah Morris</b>	<b>Operations Manager Providing Homes</b>		<b>18<sup>th</sup> August 2020</b>
<b>Three Rivers District Council</b>	<b>Kimberley Grout</b>	<b>Head of Housing Services</b>		<b>24<sup>th</sup> June 2020</b>
<b>Watford Borough Council</b>	<b>Ayaz Maqsood</b>	<b>Head of Housing</b>		<b>18<sup>th</sup> August 2020</b>
<b>Welwyn Hatfield Borough Council</b>	<b>Sian Chambers</b>	<b>Head of Housing and Community</b>		<b>24<sup>th</sup> June 2020</b>
<b>Herts Young Homeless</b>	<b>Sally Scott</b>	<b>Director of Operations</b>		<b>01<sup>st</sup> July 2020</b>

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