

Reference Number:

## **DATA SHARING AGREEMENT BETWEEN**

**Make the Call Wraparound Service,  
Department for Communities (DfC)**

**and**

**Derry City & Strabane District Council Home  
Safety and Affordable Warmth Team**

1.	<b>Parties to the agreement</b>	
	<p>Make the Call Wraparound Service,  Department for Communities (DfC)  Knockbreda JBo  Upper Knockbreda Road  Belfast  BT8 6SX  mtc.buildingconnections@dfcni.gov.uk  028 90 138864</p>	<p>Seamus Donaghy  Head of Health &amp; Community  Wellbeing  Derry City &amp; Strabane District Council  98 Strand Road  BT48 7NN  Seamus.Donaghy@derrystrabane.com  028 71 253253</p>
2.	<p><b>Introduction</b></p> <p>This Data Sharing Agreement covers sharing of customer’s personal data between Make the Call (MtC) and the Derry City &amp; Strabane District Council Home Safety and Affordable Warmth Team. This will provide a Wraparound Service with a once and done approach that will assist the customer in ensuring they are getting the benefits, supports and services they are entitled to and will provide a more seamless process for the customer but with their control of the amount of contact to other services.</p> <p>This partnership will require MtC to share the following customer data to Home Safety and Affordable Warmth Team:</p> <p><b>UNDER 5 HOME SAFETY CHECK:</b></p> <ul style="list-style-type: none"> <li>• Parent/Carer Name;</li> <li>• Address;</li> <li>• Phone Number;</li> <li>• Any specific information the customer advises they want shared such as hearing or language difficulties</li> </ul> <p><b>OVER 65/VULNERABLE HOME SAFETY CHECK:</b></p> <ul style="list-style-type: none"> <li>• Name;</li> <li>• Address;</li> <li>• Phone Number;</li> <li>• Any specific information the customer advises they want shared such as hearing or language difficulties</li> </ul> <p>This partnership will require Home Safety and Affordable Warmth Team to share the following customer data to MtC:</p> <ul style="list-style-type: none"> <li>• Name;</li> <li>• Address;</li> <li>• Telephone Number;</li> <li>• NINO (if known);</li> <li>• Date of Birth;</li> <li>• Any specific information the customer advises they want shared such as hearing or language difficulties.</li> </ul>	

<p>3.</p>	<p><b>Purpose</b></p> <p>The purpose of this Data Sharing Agreement is to set out the nature of the data shared, the reasons for sharing the data and governance around that sharing to protect personal data.</p> <p>The benefit for MtC will be further development of their Wraparound service in meeting the Draft PfG Outcomes Delivery Plan Outcome 8 “We care for others and help those in need”.</p> <p>The current process does not fit the Wraparound ethos where there is to be a once and done service and so MtC have agreed to working closer in partnership with the Home Safety and Affordable Warmth Team to develop a warm hand off where, instead of giving the customer a number and telling them to make the contact, MtC and the Home Safety and Affordable Warmth Team will offer to make a direct referral on behalf of the customer and the relevant organisation will make contact directly with the customer.</p> <p>It is important to note the customer will always have the option to make the contact themselves if they wish, or indeed to decline to use the service at all.</p>		
<p>4.</p>	<p><b>Legal Basis for Data Sharing</b></p> <p>The customer will be asked to give <b>consent</b> and will be provided with MtC’s privacy notice which details what information will be shared and the purpose of sharing this data. <b>Only those participants who have provided consent will have their information shared.</b></p> <p>The legal basis will therefore be:</p> <ul style="list-style-type: none"> <li>• GDPR Article 6(1)(a) – consent; and</li> <li>• GDPR Article 9(2)(a) Explicit Consent in the case of ‘special category’ personal data</li> </ul>		
<p>5.</p>	<p><b>Organisations Involved</b></p> <p>MtC and the Home Safety and Affordable Warmth Team will be the only organisations involved.</p> <p>The inclusion of any additional organisations to this Data Sharing Agreement will be subject to approval from MtC.</p> <p>Summarily MtC, reserves the right to terminate this Data Sharing Agreement or exclude an organisation from it if there is evidence or concerns over data protection practices.</p> <p>Key contacts are:</p> <table border="1" data-bbox="316 1960 1412 2033"> <tr> <td data-bbox="316 1960 861 2033"> <p><b>MAKE THE CALL</b></p> </td> <td data-bbox="861 1960 1412 2033"> <p><b>HOME SAFETY &amp; AFFORDABLE WARMTH TEAM</b></p> </td> </tr> </table>	<p><b>MAKE THE CALL</b></p>	<p><b>HOME SAFETY &amp; AFFORDABLE WARMTH TEAM</b></p>
<p><b>MAKE THE CALL</b></p>	<p><b>HOME SAFETY &amp; AFFORDABLE WARMTH TEAM</b></p>		

	<p>Gary McGouran  Head of Branch  Make the Call Wraparound Service  Department for Communities  Knockbreda JBo  Upper Knockbreda Road  Belfast  BT8 6SX  gary.mcgouran2@dfcni.gov.uk  (028) 9013 8963</p>	<p>Seamus Donaghy  Head of Health &amp; Community  Wellbeing  Derry City &amp; Strabane District  Council  98 Strand Road  BT48 7NN  Seamus.Donaghy@derrystrabane.com  (028) 7125 3253</p>
<p>Joanne McCaffrey  Partnership Manager  Make the Call Wraparound Service  Department for Communities  Knockbreda JBo  Upper Knockbreda Road  Belfast  BT8 6SX  joanne.mccaffrey@dfcni.gov.uk</p>	<p>Alan Haire  Derry City &amp; Strabane District  Council  Principal Environmental Health  Officer  98 Strand Road  BT48 7NN  alan.haire@derrystrabane.com</p>	

6. **Data to be Shared**  
This partnership will require MtC to share the following customer data to the Home Safety and Affordable Warmth Team:

**UNDER 5 HOME SAFETY CHECK:**

- Parent/Carer Name;
- Address;
- Phone Number;
- Any specific information the customer advises they want shared such as hearing or language difficulties

**OVER 65/VULNERABLE HOME SAFETY CHECK:**

- Name;
- Address;
- Phone Number;
- Any specific information the customer advises they want shared such as hearing or language difficulties

This partnership will require the Home Safety and Affordable Warmth Team to share the following customer data to MtC:

- Name;
- Address;
- Telephone Number;
- NINO (if known);
- Date of Birth;

	<ul style="list-style-type: none"> <li>Any specific information the customer advises they want shared such as hearing or language difficulties.</li> </ul> <p>The Home Safety and Affordable Warmth Team will issue this information using a password protected document via email to MtC.</p> <p>MtC will issue this information either via telephone or hard copy via post.</p> <p>Data will be matched on the MtC Database if the customer has been in contact previously in the last 3 rolling years.</p>
7.	<p><b>Information use</b></p> <p>It is a condition within this Data Sharing Agreement that both MtC and the Home Safety and Affordable Warmth Team will ensure the information shared under this agreement will only be used for the specific purpose set out in Section 2 and agreed in writing with the Department for Communities.</p> <p>DfC and the Home Safety and Affordable Warmth Team will both act as the data controller as both will take the information provided and use it for their own business purposes.</p> <p>MtC and the Home Safety and Affordable Warmth Team may only use the shared data for the purpose set out in this Data Sharing Agreement. Using data in any other way will result in the Data Sharing Agreement being void.</p>
8.	<p><b>Requests for information</b></p> <p>Any requests for information under DPA, GDPR, FOI or EIR will be the responsibility of the data controllers to decide on what information is released in all cases. Each party will inform the other of any such requests.</p>
9.	<p><b>Responsibilities of each party</b></p> <p>DfC and the Home Safety and Affordable Warmth Team will both act as the data controller as both will take the information provided and use it for their own business purposes.</p> <p>This agreement does not give unrestricted access to information the other party may hold but sets out our parameters for the safe and secure sharing of information for a justified need to know purpose.</p> <p>DfC and the Home Safety and Affordable Warmth Team are responsible for ensuring they have organisational and security measures in place to protect the lawful use of any information shared. Each will ensure a reasonable level of security for supplied information, personal or non-personal, and process the information accordingly.</p> <p>DfC and the Home Safety and Affordable Warmth Team will comply with the seven data protection principles in all their processing of the data being</p>

	<p>shared.</p> <p>DfC and the Home Safety and Affordable Warmth Team are responsible for ensuring they meet the conditions set out under General Data Protection Regulations (GDPR).</p> <p>DfC and the Home Safety and Affordable Warmth Team will ensure their staff are only given access to personal data where there is legal right, in order for them to perform their duties in connection with the delivery of this service.</p> <p>DfC and the Home Safety and Affordable Warmth Team are responsible for ensuring that any members of staff accessing shared information under this agreement are trained and fully aware of their responsibilities under GDPR.</p> <p>Before sharing the personal data, the organisation providing the information will ensure it is accurate and up to date. Particular care will be taken with sensitive data where inaccuracies could cause harm or distress to data subjects.</p> <p>DfC and the Home Safety and Affordable Warmth Team must have, and adhere to their respective retention and disposal policy.</p> <p>DfC must be notified immediately of any breach of confidentiality or incident involving a risk or breach of security of information.</p> <p>Neither DfC nor the Home Safety and Affordable Warmth Team should assume that any non-personal information is not sensitive and can be freely shared.</p> <p>DfC and the Home Safety and Affordable Warmth Team will share with the other party the outcome of any audits or reviews that have been carried out on its activities.</p>
10.	<p><b>Security</b></p> <p>DfC and the Home Safety and Affordable Warmth Team agree to take appropriate technical and organisational measure against unauthorised or unlawful processing of personal data and against accidental loss to, destruction of, or damage to, personal data.</p> <p>If the data is stored or shared via hard copy it should be stored in a secure cabinet and access to it strictly limited.</p> <p>In all cases regarding the secure storage of data whether electronically or manually only people who have a genuine business need to see the data should have access.</p>
11.	<p><b>Retention and disposal</b></p> <p>The data will be held securely by MtC on their Accredited database for a period</p>

	<p>of 3 years (branch policy is not to contact a person within 3 years of previous contact).</p> <p>The data gathered under this agreement by the Home Safety and Affordable Warmth Team shall be securely held and destroyed as per their scheme requirements as detailed in their data protection policies and procedures.</p>
12.	<p><b>Security incidents or data breaches</b></p> <p>MtC should be immediately notified in writing of any data security incidents or breaches involving data loss of personal information.</p> <p>MtC and the Home Safety and Affordable Warmth Team must be fully engaged in the resolution of a data security or breach of incident by assisting in the investigation being carried out by the responsible owner.</p> <p>In the event of an incident within the Department, the relevant Information Asset Owner within MtC will instigate an investigation in line with the DfC Security Incident Reporting Policy.</p>
13.	<p><b>Review/Termination of Data Sharing Agreement</b></p> <p>The Data Sharing Agreement will be reviewed 1 year after its launch and annually thereafter.</p> <p>If any significant change takes place which means the agreement becomes an unreliable reference point, the agreement will be updated as needed and a new version circulated to replace it. Either signatory to this agreement can request an extraordinary review at this time.</p>
14.	<p><b>Indemnity</b></p> <p>Each party will work with the other in respect of apportioning any financial penalty, claim or proceedings for its role in any breach of the agreement, or breach of the Data Protection Legislation.</p>
15.	<p><b>Signatures</b></p> <p>I have read, understood and agree to abide by the terms and conditions of this agreement. All information received will only be used for the purpose defined and listed in the agreement.</p> <p>Signed on behalf of <b>Make the Call, Department for Communities</b></p> <p>-----</p> <p>Name (block capitals):      GARY McGOURAN</p> <p>Date:</p>

Signed on behalf of **Home Safety and Affordable Warmth Team, Derry City & Strabane District Council**

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Name (block capitals): SEAMUS DONAGHY

Date:



## Annex A - EXAMPLE



### DERRY CITY & STRABANE DISTRICT COUNCIL – HOME SAFETY & AFFORDABLE WARMTH REFERRAL TO MAKE THE CALL

	CUSTOMER DETAILS	PROPOSED / CURRENT APPOINTEE DETAILS
NAME:		
NI Number (if known)		
ADDRESS:		
POSTCODE:		
DATE OF BIRTH:		
TELEPHONE NUMBER:		
SERVICE REQUIRED:	Needs Assessment to ensure the customer is getting all the social security benefit, supports and services they are entitled to.	
<p>Please include any other information the customer may wish to share such as hearing or language difficulties etc:</p> <p><b>When Make the Call contacts the customer to carry out the Needs Assessment, please advise the customer where the referral came from and state the referrers name. This will help reassure the customer that the call is not a hoax.</b></p>		
DATE REFERRED:		
<p><i>I provide consent for the Derry City &amp; Strabane District Council to refer my details provided above to Make the Call within the Department for Communities and I do not permit its use with any other third parties in line with GDPR.</i></p> <p>Customer Signature _____ Date _____</p> <p>If no signature, please confirm verbal consent was received <span style="float: right;">YES / NO</span></p>		

Please password protect and issue to [mtc.buildingconnections@dfcni.gov.uk](mailto:mtc.buildingconnections@dfcni.gov.uk)

## Annex B - EXAMPLE



### MAKE THE CALL REFERRAL TO DERRY CITY & STRABANE DISTRICT COUNCIL – HOME SAFETY & AFFORDABLE WARMTH

	CUSTOMER DETAILS	CURRENT APPOINTEE DETAILS
<b>NAME:</b>		
<b>ADDRESS:</b>		
<b>POSTCODE:</b>		
<b>HOME TELEPHONE:</b>		
<b>MOBILE:</b>		
<p>Please include any other information the customer may wish to share such as hearing or language difficulties etc:</p>		
<b>SERVICE REQUIRED:</b>	<p>Under 5 Home Safety Check Referral                      Over 65 / Vulnerable Adults Home Safety Check Referral                      Energy Efficiency</p>	
<b>DATE REFERRED:</b>		
<p>I consent verbally during a recorded telephone call with the Department for Communities Make the Call Wraparound Service to refer my details provided above to Derry City &amp; Strabane District Council and I do not permit its use with any other third parties in line with GDPR.</p>		

Please post referral form to:  
**Heather Hamilton**  
 Environmental Health Team Leader  
 Derry City & Strabane District Council  
 Health and Community Wellbeing  
 Environmental Health Service  
 47 Derry Road  
 Strabane  
 Co. Tyrone  
 BT82 8DY