

DWP Data Sharing Agreement Supporting Families Programme

Between:

**The Secretary of State for Work and Pensions
and**

**Local Authorities participating in the
Supporting Families Programme**

Final 2022

Glossary of key terms

In this Agreement the following words and phrases will have the following meanings:

“D&A”	means Data and Analytics
“DWP”	means the Department for Work and Pensions
“Partners”	means partners to this Agreement, namely the Secretary of State for Work and Pensions and Local Authorities participating in the Supporting Families Programme
“DPA”	means the Data Protection Act 2018
“DPIA”	means Data Protection Impact Assessment
“DPO”	means Data Protection Office
“DSA”	means Data Sharing Agreement
“FoIA”	means the Freedom of Information Act 2000
“UK GDPR”	means UK General Data Protection Regulation
“ICO”	means the Information Commissioner’s Office
“Controller”	have the meanings set out in Article 4 of the UK GDPR
“Processor”	
“Data Subject”	
“Processing”	
“Personal data”	
“Special Category data”	
“Programme”	means the Supporting Families Programme
“Specified Benefits”	Employment Support Allowance (ESA)
	Income Support (IS)
	Job Seekers Allowance (JSA)
	Incapacity Benefit (IB)
	Severe Disablement Allowance (SDA)
	Carers Allowance (CA)
	Universal Credit (UC)
“UPRN”	means Unique Postal Reference Number

Signatory Details

DWP Agreement Owner DWP Data and Analytics	Paul Lodge Chief Data Officer Data & Analytics Benton Park View Newcastle NE98 1YX
Agreement Owner Poverty, Families and Disadvantage Directorate	Katy Roberts Deputy Director, Family and Poverty Policy, Poverty, Families and Disadvantage Directorate 6 – 12 Tothill Street Westminster London SW1H
Agreement Owner Work Health and Services Directorate	Preeta Ramachandran Southern Area Operational Director

Contents

Introduction	1
Principle 1 - lawfulness, fairness and transparency	1
Data items to be shared	2
How data will be shared	2
Legal Gateways	2
Data Controller relationship	3
Principle 2 - purpose limitation	3
Further Use and Onward Disclosure	3
Principle 3 - data minimisation	3
Principle 5 - storage limitation	4
Principle 6 - integrity and confidentiality	4
Principle 7 - accountability	4
Governance and administration	6
Data processors and sub-processing	6
Consultation	6
Automated decision-making and profiling	6
Necessity and proportionality	6
Freedom of Information Requests	6
Dispute Resolution	7
Review	7
Termination	7
Appendix A - Summary of Processing	10
Appendix B – Key contact details	11
Appendix C – Summary of Initiative	12
Appendix D – List of Data Items each Local Authority is sharing to DWP	143
Appendix E - List of Data Items DWP is sharing with each Local Authority	174
Signatories	17

Introduction

1. This Data Sharing Agreement (DSA) sets out the data sharing arrangements between the “**Partners**”, that is the Secretary of State for Work and Pensions (DWP), and the local authorities participating in the Supporting Families Programme. This is an ongoing initiative.
2. **Supporting Families** (previously the Troubled Families Programme), which is delivered by local authorities and their partners, demonstrates the way public services should work - with services joining up to provide effective, co-ordinated support to disadvantaged families with a range of complex problems to ensure they get access to early, coordinated support to help them overcome their problems before they escalate. Supporting Families builds on the success of the Troubled Families Programme (2015-21) which made a huge difference to the lives of hundreds of thousands of vulnerable children and their families. As Supporting Families, the programme has moved into a new phase in this new financial year, with new funding of up to £165m. The name has been updated to better reflect how the programme is working to join up support for families with multiple and complex needs such as domestic abuse, unemployment, health, school attendance and other interconnected issues.
3. This DSA documents the lawful basis for this data sharing initiative, what information will be shared and how. The Partners have entered into this DSA to demonstrate that data protection and privacy requirements have been taken into account, to set out how use of information meets the data protection principles, and how the rights of data subjects are protected. The Partners agree to observe all the obligations set out in this DSA.
4. This DSA is not a contract and is not legally binding. It does not create a legal power for either Partner to lawfully exchange and process personal information, and it does not provide indemnity from action under any law. It does not remove or reduce the legal obligations or responsibilities on any Partner.
5. This DSA will commence when the final version has been signed by or on behalf of all Partners and will terminate in accordance with paragraphs 40-46.
6. This DSA replaces the existing agreement dated June 2017 in relation to the processing described in this DSA.

Principle 1 - lawfulness, fairness and transparency

7. The Partners enter this DSA intending to honour, observe and perform all their obligations towards each other. This DSA sets out the intentions of both Partners, for the local authority to provide DWP with specified personal data and for DWP to provide the local authority with specified personal data as detailed in Appendices D and E. It also forms a record of current arrangements agreed between the Partners relating to their sharing of personal data pursuant to the Supporting Families Programme.
8. **DWP** – require the agreed information from local authorities to identify individuals who are in receipt of ESA, IS, JSA, IB, SDA, CA and UC and who may be eligible to join the Supporting Families Programme.

Local Authorities – require the agreed information from DWP to enable engagement with households, whose members have multiple and complex needs. This can arise from issues such as unemployment, domestic violence and abuse, truancy, crime and anti-Social Behaviour, with a view to facilitating the funding, planning, monitoring and delivery of support services by the local authority to assist such participants engage with forms of employment, education or training and to address offending and anti-social behaviours.

9. The lawful basis that each Partner is relying on for the processing of personal data required by this initiative is Article 6(1) – (e) of the UK GDPR; the processing is necessary for the organisation to perform a task in the public interest or for the organisation’s official functions, and the task or function has a clear basis in law.
10. The data sharing process does not contain Special Category data; therefore Article 9 of the UK GDPR does not Apply.
11. The data sharing process does not contain personal data relating to criminal convictions and offences or related security measures. Therefore, the conditions under Schedule 1 of the “DPA” do not Apply.

Data items to be shared

12. Please see Appendices D and E for a full list of information to be shared. Each partner will only share the minimum amount of data to enable the objectives of the Programme to be achieved.

How data will be shared

13. The local authority will transfer the data items listed in Appendix D to DWP via secure email.

DWP will match the data received from the local authority to the Specified Benefits and the information listed at Appendix E to the local authority via secure email with a password protected attachment to DWP Departmental Standards. The password will be communicated separately via telephone.

Legal Gateways

14. Section 131 (1) of the Welfare Reform Act 2012 and the Social Security (Information-sharing in relation to Welfare Services, etc.) Regulations 2012 provide the legal gateway for DWP to share personal data for the purposes described in this DSA.

Section 1 of the Localism Act 2011, section 131 (2) of the Welfare Reform Act and

2012 and the Social Security (Information-sharing in relation to Welfare Services) Regulations 2012 provide the legal gateway for the local authority to share personal data with DWP for the purposes described in this DSA.

The existence of any legal gateway does not override the need to comply with other relevant law, including in particular obligations arising out of the European Convention on Human Rights and the Data Protection Act 2018.

Data Controller relationship

15. The local authority is the data controller for the data it holds and sends to DWP as part of this DSA (Appendix D).

DWP becomes the data controller for the personal data it receives from the local authority.

DWP is the data controller for the personal data it processes and sends to the local authority.

The local authority becomes the data controller on receipt of the data (Appendix E) from DWP.

Transparency

[Personal information charter - Department for Work and Pensions - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

16. DWP has a Personal Information Charter available for claimants at gov.uk which makes clear that data may be shared with other government departments where it is required for the purposes of prevention or detection of crime and protection of public funds. Each Local Authority also has a Personal Information Charter available on.gov.uk which similarly explains that data may be shared where necessary with other government departments.

Principle 2 - purpose limitation

17. The purpose of this Data Sharing is for DWP to be able to Identify vulnerable customers/families to enable Local Authorities to offer extra help that is available to them. The data should not be used for any other purpose.

Further Use and Onward Disclosure

18. The Local Authority will not onwardly disclose specified personal data supplied by DWP pursuant to this DSA, or personal data supplied by DWP pursuant to previous MOUs agreed between the Parties and relating to the Supporting Families programme, unless permitted in law.
19. DWP will not onwardly disclose the specified personal data supplied by the Local Authority pursuant to this DSA, or personal data supplied pursuant to previous MOUs agreed between both Parties and relating to the Supporting Families programme, unless permitted in law.

Principle 3 - data minimisation

20. Each Partner organisation confirms that the information being shared under this Agreement is the minimum amount of personal data that is necessary to achieve the purposes for which it is being shared as each request will contain relevant information to determine necessity proportionality and justification.

Principle 4 - accuracy

21. Both parties will ensure that, to the best of their knowledge, shared information is as accurate, up to date and adequate for the purpose disclosed. Where one party discovers this not to be the case, they will inform the originating party (data controller) of this. The data controller will be responsible for correcting this information and notifying all other recipients of the information who must ensure the necessary correction is made. Abbreviations and codes will be avoided to ensure that information is not misunderstood.

Principle 5 - storage limitation

22. Personal information obtained by the Data Controllers pursuant to the purposes of this Agreement, or pursuant to purposes described in a previous agreement (June 2017) agreed between the Parties and relating to the Programme, shall not be retained for any longer than is necessary for the Supporting Families Programme. DWP will not retain for longer than 90 days. At the end of the retention period, both parties will permanently delete the data, including from deleted items, folders and recycle bins.

Principle 6 - integrity and confidentiality

23. Both Partners acting as Data Controller shall ensure that it takes appropriate technical and organisational security measures governing the processing of personal data, including but without affecting the generality of this obligation ensuring that only allocated persons may access the Data.
24. All Partners confirm that, as a minimum, they have considered the risks of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any personal processed under this Agreement, and have arrangements in place to manage or mitigate these risks.

Principle 7 - accountability

25. All Partners confirm that they can demonstrate compliance with the data protection Principles.
26. Each Partner confirms that the processing covered in this Agreement will be included in the organisations existing central Record of Processing Activity (ROPA).

27. **Rights of data subjects**

Right to:	Applies?	If yes, are any additional actions required. If no, why this right does not apply.
Transparent information (Article 12)	Y	No additional actions required – the Partners' Personal Information Charters apply.
Information when data collected from data subject (Article 13)	Y	No additional actions required – the Partners' Personal Information Charters apply.
Information when data collected from elsewhere (Article 14)	N	Data relating to the data subject is not collected from elsewhere.
Access by data subject (Article 15)	Y	No additional actions required – the Partners' Personal Information Charters apply.
Rectification (Article 16)	Y	No additional actions required – the Partners' Personal Information Charters apply.
Erasure (Article 17)	Y	No additional actions required – the Partners' Personal Information Charters apply.
Restriction of processing (Article 18)	Y	No additional actions required – the Partners' Personal Information Charters apply.
Notification regarding rectification, erasure, or restriction (Article 19)	Y	No additional actions required – the Partners' Personal Information Charters apply.
Data portability (Article 20)	N	No additional actions required.
Object to processing (Article 21)	Y	No additional actions required, covered by UK GDPR 6(1)(e)
Automated decision-making and profiling (Article 22)	N	Decision not based solely on automated processing with no profiling.

Governance and administration

28. A Data Protection Impact Assessment Screening has been carried out by DWP Data Protection Team Reference Number DPIA 696.

Offshoring

29. There will be no offshoring of data by any party.

Data processors and sub-processing

30. The use of any new data processors by a Partner for processing covered by this Agreement will be notified to the other Partners.

Consultation

31. DWP have sought advice from our Data Protection Officers Team and DWP Lawyers. Data subjects will not be consulted prior to any processing covered by this agreement.

Automated decision-making and profiling

32. There will be no automated decision making or profiling.

Necessity and proportionality

33. The formal assessment of necessity and proportionality required under this agreement has been covered by all in the associated governance with this data share.

Freedom of Information Requests

34. Partners subject to the requirements of the Freedom of Information Act 2000, will assist and cooperate with each other, to enable each to comply with its information disclosure obligations.
35. Where a Freedom of Information request is received by a Partner to this agreement, which relates to data that has been provided by another Partner, the Partner receiving the request will promptly within 2 working days notify the other to allow the opportunity to make representations on the potential impact of disclosure.
36. Each partner will be responsible for determining in their absolute discretion and not withstanding any other provision in this agreement whether any information is exempt from disclosure in accordance with the previous FOIA or the Environmental Information Regulations.

Personal data breaches

37. The Partners will follow their own internal processes on the discovery of a personal data breach and advise their own security teams.
38. In addition, they will promptly notify other Partners of any personal data breach that relates to this data share, via the methods below:
39. In the event of a personal data breach (or where there is reasonable cause to believe that such an incident may arise), the Partners will delay data transfers until the cause or incident is resolved, as authorised by the signatories to this agreement. If the breach cannot be resolved or if - in the view of the Partners – it is very serious, data transfers will stop and will not resume until the signatories to this agreement are satisfied with the security arrangements.
40. The responsible Independent data controller will consider whether the security incident constitutes a data breach significant enough to warrant notifying the Information Commissioner's Office in accordance with its guidance. Where this is the case it will inform and seek agreement from the other parties and do so promptly within 24 hours. Consideration should also be given to whether data subjects should also be informed and by who. In any event the ICO will be notified, if it is necessary to do so, within 72 hours of becoming aware of a breach. Independent Data controllers may also have to notify affected data subjects

Dispute Resolution

41. Disputes between the Partners regarding the operation of this agreement will be resolved in the following way:

Where the dispute concerns the service or output supporting the matching process or any other aspect outlined in this DSA, those identified as responsible for the service should promptly attempt to resolve the dispute – this should be dealt with at the lowest possible level and will normally be with contacts in the escalation route listed in Appendix B below.

Review

42. Scheduled formal reviews of this DSA will take place to assess the ongoing effectiveness of this data sharing initiative and this agreement Annually. As a minimum, this Agreement will be reviewed if the purpose of the processing changes, or the processing otherwise changes in a way that effects the rights of data subjects.
43. Reviews outside of this schedule can be requested by any Partner, upon giving written notice to the other signatories.

Termination

44. Any Partner can terminate this DSA, without giving a reason, on expiry of one (1) month's written notice to the others.

45. Any Partner can terminate this DSA with immediate effect, where another Partner breaches any of its obligations to this DSA.
46. Termination notices should be addressed to the signatories to this DSA.
47. In the event of termination, data will cease to be shared with that partner under the terms of this agreement.
48. In the event of termination, all data items previously shared by either party will be permanently deleted from deleted items folders, recycle bins and systems and confirmation provided this action has been taken in line with the individual Partners data retention policy.

Appendices

Subject	Appendix
Summary of Processing	A
Contact details for key members of staff from Partner organisations	B
Summary of Initiative	C
List of Data Items DWP is Sharing with SF	D
List of Data Items SF is Sharing with DWP	E

Appendix A – Summary of Processing

Description	Details
Subject matter of the processing	This process is to identify and support disadvantaged families with a range of complex problems to ensure they get access to early and coordinated support to help them overcome their problems before they escalate.
Duration of the processing	This process is ongoing.
Nature and purposes of the processing	The purpose of facilitating the identification by the Local Authority of those families eligible to participate in the Programme and the subsequent verification of working age benefit receipt.
Type of Personal Data that will be processed	See Appendix D and E
Types of Special Category data	There will be no Special Category Data Shared.
High risk processing	All risks and mitigations surrounding this data share have been covered as part of the governance process.
Law enforcement	None of the processing will be used for law enforcement purposes, as defined by Section 31 of the Data Protection Act 2018.
Criminal convictions data	None of the processing involves personal data relating to criminal convictions and offences or related security measures, as specified by Article 10 of the UK GDPR.
Categories of Data Subject	Benefit recipients and members of their household.

Appendix B – Key contact details

DWP Chief Data Officer Data and Analytics Services Head of Information and Data Services	Paul Lodge [REDACTED]
DWP Data and Analytics Data as a Service Centric Live Service Manager Escalation Route	[REDACTED] [REDACTED]
DWP Data and Analytics Data Security Team	OCT.TEAM@DWP.GOV.UK
DWP Data Protection Office	DATA.PROTECTION@DWP.GOV.UK
DWP Policy Group Poverty and Disadvantage Division	[REDACTED]
DWP Policy Service Planning and Delivery	[REDACTED]
Department for Levelling Up, Housing and Communities Escalation Route	[REDACTED]

Appendix C – Summary of Initiative

Supporting Families Programme (previously the Troubled Families Programme), which is delivered by local authorities and their partners, demonstrates the way public services should work - with services joining up to provide effective, co-ordinated support to disadvantaged families with a range of complex problems to ensure they get access to early, coordinated support to help them overcome their problems before they escalate. Supporting Families Programme builds on the success of the Troubled Families Programme (2015-21) which made a huge difference to the lives of hundreds of thousands of vulnerable children and their families. As Supporting Families, the programme has moved into a new phase in this new financial year, with new funding of up to £165m. The name has been updated to better reflect how the programme is working to join up support for families with multiple and complex needs such as domestic abuse, unemployment, health, school attendance and other interconnected issues.

Appendix D – List of Data Items Each Local Authority is sharing with DWP

Data item	Justification – why necessary?
LA Name	To identify Local Authority
Date	To identify period
UPRN	To assist with Data Matching
Address Line 1	To assist with Data Matching
Address Line 2	To assist with Data Matching
Address Line 3	To assist with Data Matching
Address Line 4	To assist with Data Matching
Postcode	To assist with Data Matching

Appendix E – List of Data Items DWP is sharing with each Local Authority

File 1. OTHER_STATUS_LA NAME_MONTHYEAR

Data item	Justification – why necessary?
REF_DATE	To identify individuals
LANAME	To identify individuals
LAMONTH	To identify individuals
UPRN	To identify individuals
ADDRESS1_LA	To identify individuals
ADDRESS2_LA	To identify individuals
ADDRESS3_LA	To identify individuals
ADDRESS4_LA	To identify individuals
POSTCODE_LA	To identify individuals
ADD_MATCH_TYPE	To identify individuals
ADULT_NUMBER	To identify individuals

File 2. TF_OUT_LA_NAME_MONTHYEAR

Data item	Justification – why necessary?
REF_DATE	To identify individuals
LANAME	To identify individuals
LAMONTH	To identify individuals
UPRN	To identify individuals
ADDRESS1_LA	To identify individuals
ADDRESS2_LA	To identify individuals
ADDRESS3_LA	To identify individuals
ADDRESS4_LA	To identify individuals
POSTCODE_LA	To identify individuals
ADDRESS1_CIS	To identify individuals
ADDRESS2_CIS	To identify individuals
ADDRESS3_CIS	To identify individuals
ADDRESS4_CIS	To identify individuals
POSTCODE_CIS	To identify individuals
ADD_MATCH_TYPE	To identify individuals
ADULT_NUMBER	To identify individuals
TITLE	To identify individuals
FIRST_FORENAME	To identify individuals
SECOND_FORENAME	To identify individuals
SURNAME	To identify individuals
DATE_OF_BIRTH	To identify individuals

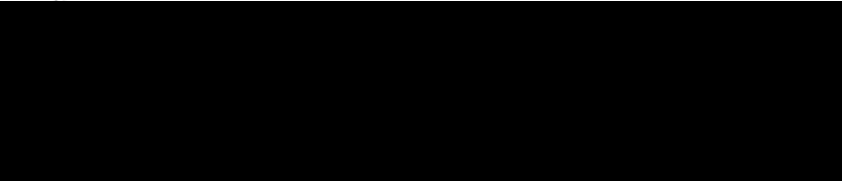

UNCLASSIFIED

START_DATE_JSA	To identify individuals
START_DATE_ESA	To identify individuals
START_DATE_IS	To identify individuals
START_DATE_IB	To identify individuals
START_DATE_SDA	To identify individuals
START_DATE_CA	To identify individuals
START_DATE_UC	To identify individuals
COUPLE_CONTRACT	To identify individuals
ABOVE_OR_BELOW_AET	To identify individuals
EARNINGS_INDICATOR	To identify individuals
CONDITIONALITY_GROUP	To identify individuals




File 3. MI_LA_NAME_MONTHYEAR

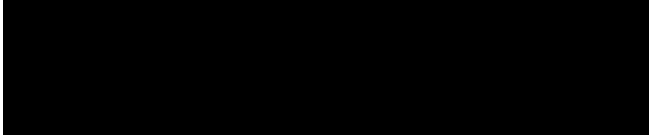

Data item MI	Justification – why necessary?
LANAME	MI Purposes Only
LAMONTH	MI Purposes Only
NO_RECORDS_IN_TF_IN	MI Purposes Only
NO_RECORDS_IN_TF_OUT	MI Purposes Only
MATCH_ADULT_10	MI Purposes Only
MATCH_ADULT_MORE_10	MI Purposes Only
MATCH_ADULT_NO	MI Purposes Only
FAILED_VALIDATION	MI Purposes Only
NO_MATCH	MI Purposes Only
NO_RECORDS_IN_UNMATCHED_FILE	MI Purposes Only
PERCENT_NO_MATCH	MI Purposes Only

Signatories

Signed		by
Signature: 		
Representing the Secretary of State or Work and Pensions		
Name: Paul Lodge		
Full contact details Chief Data Officer Department for Work and Pensions Digital Data & Analytics BP5201 Benton Park View Newcastle upon Tyne NE98 1YX 		
Date: 29/03/22		

Signatories

Signed by: 	
Representing the Secretary of State or Work and Pensions	
Name: Katy Roberts	
Full contact details:  Deputy Director, Family and Poverty Policy, Poverty, Families and Disadvantage Directorate 6 – 12 Tothill Street Westminster London SW1H 	
Date: 28 th March 2022	

Signed by 	
Representing the Secretary of State or Work and Pensions	
Name: Preeta Ramachandran	
Full contact details 	
Date: 28th March 2022	

Signed by Representing Thurrock Council	
Name: 	
Full contact details 	
Date: 2022	