

# Data Sharing Agreement

## Strategic Insights Tool for Rough Sleeping

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# 1. Introduction to the Sharing

This Data Sharing Agreement [DSA] documents how the parties to this agreement, listed in Appendix A, will share personal data for development of the **Strategic Insights Tool for Rough Sleeping**. By signing this Agreement, the named organisations agree to accept the conditions set out in this document, according to their statutory and professional responsibilities, and agree to adhere to the procedures described.

This Agreement has been developed to:

- Define the specific purposes for which the signatory agencies have agreed to share information.
- Outline the Personal, Special Category and Criminal Data to be shared.
- Set out the lawful basis conditions under UK GDPR and Data Protection Act 2018 through which the information is shared, including reference to the Human Rights Act 1998 and the Common Law Duty of Confidentiality.
- Stipulate the roles and procedures that will support the processing/sharing of information between agencies.
- Describe how the rights of the data subject(s) will be protected as stipulated under the data protection legislation.
- Describe the security procedures necessary to ensure that compliance with responsibilities under data protection legislation and agency-specific security requirements.
- Describe how this arrangement will be monitored and reviewed.
- To illustrate the flow of information from referral through processing and outcome.

Parties to this agreement cannot amend or add appendices unless agreed as part of a formal review. It is expected that each party will have procedures, processes and policies sitting underneath this agreement, for their respective organisations. These will, for example, describe the specific processes for secure transfer of data.

## 1.1. Partner / Parties

For simplicity, the Partner Organisation will be referred to as 'Partner', 'Partner Organisation' or 'Partner Agency' in this agreement.

'Parties' are local authorities, homelessness charities and service providers, along with London Councils and the GLA, who both take part in determining the system's overall purpose and development.

## 1.2. Ownership of this agreement

This agreement was drafted by a working group of representatives of the parties, with the support of the Pan-London Information Governance Lead from LOTI (London Office of Technology & Innovation). These professionals were specialists in housing law and homelessness support, information governance and law. The local authority representatives worked under the banner of the Information Governance for London Group (IGfL). The aim is to reduce the number of versions of sharing agreements that historically differed between boroughs, partly to reduce the burden on pan-London organisations that must have agreements with multiple boroughs.

IGfL, a group of information and security professionals at London boroughs, assisted with coordination of this agreement, but the responsibilities within it, and compliance with data protection legislation, remain with the listed data controllers.

This agreement has been updated in line with the Information Governance review at the end of phase 1 of the project.

### **1.3. Responsibilities of parties involved**

The parties are registered Data Controllers under the Data Protection Act. Signatories are identified as those who have signed this agreement on the Information Sharing Gateway. A list of expected types of signatories is at Appendix A. Local partners specific to individual councils will sign up by a local process.

All parties confirm that they comply with data protection legislation by:

- having a lawful basis for processing and sharing personal data.
- ensuring data quality.
- storing and sharing information securely, with access management controls.
- having policies and procedures for compliance with data protection legislation including for managing data subject rights & complaints, identifying and managing data breaches/incidents and retention & disposal.
- ensuring that mandatory training is undertaken regularly by their employees to ensure they are clear and up to date on their responsibilities. Every individual must uphold the principles of this agreement and overarching confidentiality, and seek advice from the relevant Data Protection Officer when necessary.
- having written processes for the processing of data to ensure employees use and share personal data in line with data protection law, the data protection principles, and this agreement. Organisations and their staff must consult the organisation's Data Protection Officer/Information Governance Manager and/or Caldicott Guardian if they are unsure at any point in the processing and sharing of personal data.

The parties are considered joint controllers. All parties will together determine the data used within the system and any future development of the system.

The GLA will be responsible for letting and managing the contract to host, develop and maintain the SITRS system. This includes undertaking suitable due diligence with any contractors/data processors they employ and being responsible for the security of data within the tool and that a written agreement is in place with each data processor, and that all data processors will be bound by this agreement.

Homeless Link will also have responsibility for the ongoing management and maintenance of the Strategic Insights Tool from 2nd February 2024 (end of contract with Faculty) under contract with the GLA to deliver this as a service, where they will be joint data controllers. The GLA and London Councils are joint data controllers as they have influence over the Strategic Insights Tool for Rough Sleeping system's design and processing.

Each of the Joint Controllers shall notify the other Joint Controllers of any Personal Data Breach relating to the data within the SITRS system.

## 1.4. Confidentiality and vetting

Each Partner must ensure that there are appropriate written contracts or agreements with employees, agency staff, volunteers etc. These must include requirements to ensure compliance with policies which include confidentiality.

Each Partner must ensure that suitable vetting has taken place. This may be through standard employee checks (BPSS or equivalent), DBS, Security Vetting or Counter Terrorist Check [CTC].

## 1.5. Assessment and review

A review of this information sharing agreement occurred at the end of phase 1 of the pilot. This agreement covers the wider rollout of the SITRS system to all London boroughs and an additional selection of service providers. Further reviews will take place where any significant changes are proposed to the project or if the project is set to move to a new phase, unless otherwise agreed by the parties' Data Protection Officers. This ensures the purposes are still relevant, the scope has not slipped, the benefits to the data subjects and organisations are being realised, and the procedures followed for information security are effective.

Changes in legislation and developments in the areas of public sector data sharing will be considered as and when they arise, as will any changes to the signatory parties.

The working group who drafted this agreement strongly recommends that a working group approach is used for any reviews, as this was a successful way to achieve pan-London and cross-specialism consensus to one sharing agreement.

## 1.6. Termination of agreement

In the event of termination of this agreement each party may continue to hold information originating from other parties for which they are Data Controller.

# 2. Purpose and Benefits

## 2.1. Purpose

This agreement covers the sharing of information by and between the listed parties for the purpose of the research and statistical analysis of homelessness journeys, to better understand and improve the way agencies can respond to homelessness, to make rough sleeping rare, brief, and non-recurrent.

New homelessness data demonstrates the need for “emergency action” to tackle the worsening crisis

.<sup>1</sup>

London seeks to implement a data-informed policy to address homelessness, but this cannot be accomplished without improved collective action that cuts across institutions, services, and sectors. Greater London (and most of England) lacks consistency in data collection metrics, practices, and management.

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<sup>1</sup> <https://beta.londoncouncils.gov.uk/index.php/news/2023/boroughs-warn-least-one-child-every-london-classroom-homeless>

This is research and statistical work. The aim is not to change the delivery of support to a specific individual, but service delivery may change to the cohort, or sub-cohorts, of people experiencing rough sleeping.

Previously there has been no one system that exists to achieve this rough sleeping data solution, so a new solution has been developed in order to leverage existing quality data sources in the short-term and identify data gaps to be addressed in the longer term.

A key goal of the Strategic Insights Tool for Rough Sleeping (SITRS) is to better understand what happens to rough sleepers across their journeys into, during, and after they sleep rough, which will inform policy and service decisions. The advent of rough sleeping is often a confluence of events over many years, from losing a job, developing a health problem, and then finally, perhaps, the loss of a supportive family member or friend. Time on the street can be short, but it can also last months or years, followed by time in hostels or other temporary arrangements. This cycle can stretch over five years, or more. For most people who experience rough sleeping, the crisis is singular, short, and requires little intervention. For a few, time spent living on the streets is an intermittent occurrence amid other life challenges over a more extended period of time. These few long-term or episodic cases are the ones likely to need more services.

Current data systems allow service providers to track some of this journey for individuals they serve, at least the time spent rough sleeping and in hostels, with self-reported data for what happens in between when people return to the streets. But there is little systematic data to map out the major fault lines and identify patterns of users who tend to come back to rough sleeping more frequently, or opportunities for strengthening ties between agencies, or opportunities for interventions that are lost.

For example, a major reason for rough sleeping is that people are asked to leave their last settled base. This tenancy loss could be due to a variety of factors, including some non-specific life events such as loss of income, relationship breakdown, or emergence of a mental health or substance abuse problem. The current data systems will likely track the final crisis, but they may not indicate the intermediary steps or whether there was any attempt at intervention, such as contact with a Local Authority office.

Phase 1 of the project involved designing and developing a minimum viable product (MVP), joining data together from key data sources across the rough sleeping ecosystem. This means that the tool has been built with enough features to meet the minimum set of user requirements and validate the product hypothesis. This was successfully rolled out to all pilot organisations following an intensive 13-week build period consisting of a continuous cycle of user engagement and testing and iterative development of the solution. Phase 2 of the project focuses on onboarding the remaining 29 boroughs not involved in the pilot and an additional 7 rough sleeping service providers to make this a truly Pan-London initiative to help better understand and transform rough sleeping services across London.

As part of the pilot phase of the project, the following work was conducted in order to meet the objectives outlined above:

- Work to develop a minimum dataset for the proposed solution was led by Bloomberg Associates and this was agreed among project stakeholders. The minimum dataset was iterated upon based on working with pilot partners and this is included in Appendix B.
- A proposal for the development of a new data solution was put together and subsequently a formal procurement process was launched, inviting bids for the contract to develop the data solution. Faculty Science were successfully appointed for the contract and commenced work on 5 June 2023, with the contract due to end on 2 February 24 with the aim of the MVP solution being rolled out to all 33 London boroughs, the GLA, London Councils, Homeless Link, and circa 11 rough sleeping service providers.
- A data sharing agreement was established and signed between participating pilot organisations to permit the sharing of CHAIN, H-CLIC and In-Form data into the system.
- A Project Steering Committee was formed, bringing together project leads and practitioners from across

the stakeholder landscape, as a body for important decision-making and risk management.

- Weekly meetings have been conducted throughout the pilot phase between Faculty Science, LOTI, GLA and London Councils to maintain project oversight.

The MVP solution was developed during a 13-week period and rolled out to pilot users from 8th September 2023. Continued assessment and feedback of the solution among users is ongoing.

The Strategic Insights Tool for Rough Sleeping (SITRS) is a new tool that will give decision-makers in GLA, London Councils, Local Authorities, and homelessness service providers, a clearer view of rough sleeping in their local area. The new tool merges and integrates multiple sources of data, meaning that for the first time, users of this tool are able to see the aggregated journeys of rough sleepers over time, as they show up through touch points in multiple systems, which include statutory homelessness applications; contacts with housing outreach officers, as they are seen bedding down; and interactions with service providers, who are commissioned to support them through various services.

Through the use of this tool, users are able to get actionable insights on how support can be improved, to make rough sleeping rare, brief and non-recurrent. By seeing the aggregated journeys of rough sleepers through various combined systems, users of this tool can better map the history and journeys of rough sleepers through their interaction with homelessness services. For example, by seeing the different inflows and outflows of rough sleeping by different boroughs, Local Authority or pan-London commissioners can make educated decisions about the effectiveness of different services and support, while forecasting and pre-empting rough sleeping trends over time.

Local Authorities can also see the inflows of rough sleeping into their borough, by seeing previous statutory housing applications that rough sleepers may have made, across London Local Authorities.

Service providers can see pan-London aggregated stats to understand the comparative benchmarking of certain rough sleeping services, as well as seeing how different boroughs compare in terms of aggregated rough sleeping journeys.

At a high-level, the tool works according to the following 4 steps:

1. Users upload their data on an agreed-upon routine basis (either manually directly to the tool or via an automated extract)
2. Data is cleaned and normalised into a structured data model ready for processing
3. Records are matched using a probabilistic matching algorithm which aims to identify where there are matches across the different inputting datasets
4. Different journeys are aggregated and displayed within the tool through the user interface. This means we can ensure that data is safely and securely anonymised, while providing insight into rough sleeping journeys across many different systems

Existing systems used include:

- CHAIN
- H-CLIC
- In-Form

CHAIN (Combined Homelessness and Information Network) is a multi-agency database recording information about people sleeping rough and the wider street population in London. It is commissioned and funded by the Mayor of London and managed by Homeless Link. CHAIN allows approved and trained users to share information about work done with rough sleepers and about their needs, ensuring that they receive the most appropriate support and that efforts are not duplicated.

Homelessness Case Level Information Classification (H-CLIC) is a database collecting information from

Housing Options offices operated by local authorities. It collects information regarding reasons people become homeless, a person's housing history and journey, the support needs of homeless households, and how these households link with other public services and/or the benefits system. Staff from each local authorities' Housing offices use proprietary software systems to enter H-CLIC data for clients who apply for benefits at the housing options office. This data is manually uploaded quarterly to the Department for Levelling Up, Housing and Communities (DLUHC). For this project, duplicate validated HCLIC information will also be uploaded to the city's Strategic Insight Tool for Rough Sleeping.

In-Form is a proprietary case management software system that is used by many providers in the homelessness/rough sleeping charity sector. Homeless Link, in partnership with Salesforce, offers a configurable tool for charity service providers to subscribe to and tailor according to their needs. The tool is often used when clients are linked to services, including rough sleeping hubs or temporary accommodation settings. Some charities commission similar case management tools directly from Salesforce, rather than the out-of-the-box tool offered by Homeless Link.

## 2.2. Benefits

The sharing will allow the local authorities, the GLA and London Councils to better deliver their statutory duties, and the housing charities to better deliver their services. Outputs from the project will allow more effective use of resources, giving more joined up working which increases efficiency. The public will benefit from this approach, as services will be delivered in a more streamlined way that utilises the information shared to provide better tailored and appropriate services.

It is in the public interest to work to reduce homelessness, as well as being a statutory requirement for local authorities. Reducing homelessness positively impacts individuals, improves the overall wellbeing of an area, and reduces public health risks.

Key strategic goals of this work are intended to:

- Enhance the effective operation of services for those who are rough sleeping
- Improve understanding of the rough sleeping population (including complexity of needs and flow)
- Improve understanding of individual outcomes and views of rough sleepers
- Learn what strategies work and inform public policy, service delivery and commissioning
- Ease and enhance reporting and performance management
- Measure success (in making homelessness rare, brief, non-recurrent) and align with DLUHC/CHI efforts
- Ensure solutions and resources are properly understood, fully utilised, and linked to need

Benefits to Organisations:

- Better data received more quickly
- Ability to use current data to make decisions on service delivery
- Allows the discharging of local duties in respect to homelessness prevention and intervention

Benefits to Society:

- Less rough sleeping overall
- Less money spent on prevention overall
- Reduced public health risk of homelessness and rough sleeping

Benefits to Individuals:

- Better targeted support to reduce rough sleeping for individuals making it rare, brief, and non-recurrent

### 2.3. Principles of information sharing

Effective information sharing is a vital element of tackling the problem of homelessness and rough sleeping. Organisations can hold different pieces of information which need to be placed together to enable a joined up problem solving approach.

To share information, a lawful basis for doing so must be identified. This may come from legislation or from statutory guidance.

The sharing of personal data must comply with both the GDPR Principles and the Caldicott Principles, listed at Appendix C. Together, those principles lead to a series of questions and considerations to be answered before sharing takes place. These are listed as an Information Sharing Checklist in *Appendix E: Information Sharing Checklist*.

### 2.4. Lawful Basis

The sharing of information must comply with the law relating to confidentiality, data protection and human rights. Having a legitimate purpose for sharing information is an important part of meeting those legal requirements. This is a complex area and each Partner must take their own decisions and seek advice from their organisation’s Data Protection Officer/Information Governance Manager and/or Caldicott Guardian.

#### For purposes other than law enforcement by competent authorities

Articles 6, 9 and 10 of the UK GDPR, and section 8 of the DPA 2018 set out the acceptable conditions for the processing and sharing of personal, special category, and criminal data. The conditions relevant in the UK GDPR to data processed under this agreement are below.

The conditions relevant to the parties sharing data under this agreement are:

Article 6 conditions		Article 9 conditions	
<input type="checkbox"/>	c) legal obligation	<input type="checkbox"/>	f) necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity
<input checked="" type="checkbox"/>	e) performance of a task carried out in the public interest	<input checked="" type="checkbox"/>	g) substantial public interest

<input checked="" type="checkbox"/>	f) purposes of the legitimate interests	<input type="checkbox"/>	h) purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services
		<input type="checkbox"/>	i) public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices
		<input checked="" type="checkbox"/>	j) archiving purposes in the public interest, scientific or historical research purposes or statistical purposes

**Article 9(2) (b) (h) (i) (j) - Sch 1 Pt 1**

<input type="checkbox"/>	Employment, social security and social protection	<input type="checkbox"/>	Public health
<input type="checkbox"/>	Health or social care	<input checked="" type="checkbox"/>	Research

**Article 9(2) (g) - Sch 1 Pt 2**

<input checked="" type="checkbox"/>	Statutory & government purposes	<input type="checkbox"/>	Administration of justice
<input type="checkbox"/>	Equality of opportunity or treatment	<input type="checkbox"/>	Racial/ethnic diversity at snr mgmt
<input type="checkbox"/>	Preventing or detecting unlawful acts	<input type="checkbox"/>	Protecting the public against dishonesty
<input type="checkbox"/>	Regulatory for unlawful acts and dishonesty	<input type="checkbox"/>	Terrorist financing or money laundering
<input type="checkbox"/>	Preventing fraud	<input type="checkbox"/>	Support for individuals with disability or medical condition
<input checked="" type="checkbox"/>	Safeguarding of children and individuals at risk	<input type="checkbox"/>	Safeguarding economic well-being

**Criminal data - Sch 1 Pt 3**

<input type="checkbox"/>	Legal claims	<input type="checkbox"/>	Judicial acts
<input type="checkbox"/>	Accounts for child indecency offences	<input checked="" type="checkbox"/>	Extension of Sch 1 Pt 2

### Lawfulness for Processing/sharing personal data/special categories of personal data?

Local authorities are subject to a public duty to reduce or end rough sleeping in their areas, as identified, for example, Part 7 of the Housing Act 1996, the Homeless Act 2002, and the Homelessness Reduction Act 2017. The Domestic Abuse Act 2021 amends Part 7 of the 1996 Act to strengthen the support available to victims of domestic abuse. The Act extends priority need to all eligible victims of domestic abuse who are homeless as a result of being a victim of domestic abuse.

<https://www.gov.uk/guidance/homelessness-code-of-guidance-for-local-authorities/overview-of-the-homelessness-legislation#:~:text=The%20primary%20homelessness%20legislation%20%E2%80%93%20that,threatened%20with%20or%20actually%20homeless>

Rough sleeper services commissioned by, or in a smaller number of cases, working in partnership with and endorsed by, local authorities and the GLA, exercise a function on behalf of these bodies, in order to further this public duty.

Charities and service providers in the homelessness sector deliver support services and accommodation to those experiencing, or at risk of experiencing, homelessness and rough sleeping. They use a variety of lawful bases dependent on the services offered.

It is in the public interest to work to reduce rough sleeping and homelessness, as well as being a statutory requirement for local authorities. Reducing homelessness positively impacts individuals, improves the overall wellbeing of an area, and reduces public health risks.

Homeless Link manage the CHAIN system under commission from the GLA, for the task in the public interest to achieve outcomes that benefit rough sleepers and the wider street population, and thereby to reduce or eliminate rough sleeping in London. Homeless Link will also have responsibility for the ongoing management and maintenance of the Strategic Insights Tool from 2nd February 2024 (end of contract with Faculty) under contract with the GLA where they will be joint data controllers.

The GLA and London Councils are joint data controllers as they have influence over the Strategic Insights Tool for Rough Sleeping system's design and processing. The Digital Economy Act supports data sharing between the GLA and boroughs and vice versa under Part 5, Cpt 1 s35.

The reasons people enter rough sleeping are varied, so the treatments to address rough sleeping are equally as varied. This research aims to better understand those reasons by mapping and connecting the continuum of rough sleeping. There is no one system that exists to achieve this rough sleeping data solution, so a new solution will need to be developed that can leverage existing quality data sources in the short-term and identify data gaps to be addressed in the longer term. The Strategic Insights Tool has been developed to fulfil this purpose. With the MVP now live and operational, the rollout of this tool to other organisations listed in this agreement will expand the reach of its impact as it becomes a pan-London initiative. Longer-term plans to further develop the solution are under consideration.

This pilot project is subject to a joint data controller arrangement, since more than one organisation is involved in making decisions about the purpose and means of processing on the system.

The parties use different lawful basis conditions to process the personal data. For the local authorities, their original processing of the data matches the lawful basis for all parties as joint controllers for this project, which is public task for personal data, and substantial public interest (Schedule 1, Part 1 DPA 2018 - 'safeguarding of children and of individuals at risk'), and research (Schedule 1, Part 2 DPA 2018 - 'research') for special category data.

The other parties use the following lawful bases for the original processing:

<b>Organisation</b>	<b>Lawful basis</b>
SHP	Article 6 (1)(e) public task Article 9(2)(g) substantial public interest
Homeless Link (CHAIN)	Article 6 (1)(e) public task Article 9(2)(g) substantial public interest
St. Mungo's	usually Article 6 (1)(e) public task usually Article 9(2)(g) substantial public interest
Thames Reach	usually Article 6 (1)(f) legitimate interests Article 9(2)(g) substantial public interest
Evolve	Article 6 (1)(f) legitimate interests Article 9(2)(g) substantial public interest
Look Ahead	Article 6(1) (e) public task or Article 6(1) (f) legitimate interests Article 9(2) (g) substantial public interest
Providence Row Housing Association	Article 6(1) (f) legitimate interests Article 9(2) (g) substantial public interest
Salvation Army	Article 6 (1)(e) public task Article 9(2)(g) substantial public interest
YMCA St Paul's	Currently under review by the organisation. It is expected that they will rely on Article 6(1) (e) public task or Article 6(1) (f) legitimate interests and Article 9(2) (g) substantial public interest or Article 9(2) (j) archiving and research. Consent is not the appropriate lawful basis for this research project.
Your Place	Currently under review by the organisation. It is expected that they will rely on Article 6(1) (e)

	public task or Article 6(1) (f) legitimate interests and Article 9(2) (g) substantial public interest or Article 9(2) (j) archiving and research. Consent is not the appropriate lawful basis for this research project.
Trinity Homeless Projects	Currently under review by the organisation. It is expected that they will rely on Article 6(1) (e) public task or Article 6(1) (f) legitimate interests and Article 9(2) (g) substantial public interest or Article 9(2) (j) archiving and research. Consent is not the appropriate lawful basis for this research project.
Centre Point	Article 6(1) (e) public task or Article 6(1) (f) legitimate interests Article 9(2) (g) substantial public interest

UK GDPR Article 5 states that, "...further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes ('purpose limitation');". Additionally, the ICO Guide to the General Data Protection Regulation (GDPR) states that, "If your new processing is for research purposes, you do not need to carry out a compatibility assessment, and in most circumstances you can be confident that your lawful basis is likely to be either public task or legitimate interests."

This is a research project and is considered to be 'not incompatible' to the original lawful basis for processing, for any of the bases used by the parties.

Processing of data relating to criminal convictions and offences or related security measures for the parties' original purposes, and this project, is in accordance with Schedule 1, Part 2, Section 6 of the Data Protection Act 2018. This allows for such processing that is 'necessary for reasons of substantial public interest' where the purpose relates to 'the exercise of a function of the Crown, a Minister of the Crown or a government department'.

## 2.5. Consent

The parties will often work collaboratively with data subjects and aim for agreement with them on the actions to be taken. However, it is recognised that this is different to using consent (Article 6 (a)) or explicit consent (Article 9 (a)), or consent for law enforcement processing (DPA 2018 Pt 3 Ch2 s35 2(a)), as the lawful basis conditions.

Consent is not generally the lawful basis the public sector organisations use for processing information shared under this agreement. Whilst research is considered 'not incompatible' with an original purpose for processing, and therefore that consent specifically for this project is not required, each party using consent is responsible for ensuring that they comply with the requirements for using consent as a lawful basis. The lawful basis for this research is not consent.

## Vital Interests

The vital interest condition, available for personal and special category data, allows for sharing where there is immediate risk to life. Sharing under the vital interests condition is separate to this DSA, as generally, sharing under this DSA occurs to reduce risk to individuals, rather than respond to an immediate threat.

## 2.6. Proportionality and necessity

### Standards

Proportionality, data minimization, necessity and not being excessive are factors to be taken into consideration when deciding whether to share personal information. In making the decision, employees must weigh up what might happen as a result of the information being shared against what might happen if it is not, and apply their professional judgement. It is for this reason professionals must ensure they comply with Article 5(1)(c) and share the adequate and relevant information, and limit that information to what is necessary for the achieving of the DSA aims.

There are legal safeguards which mean that it is a defence when sharing that the Data Controller believed it was:

- necessary for the purposes of preventing or detecting crime
- required or authorised by an enactment, by a rule of law or by the order of a court or tribunal
- in the particular circumstances, was justified as being in the public interest.

Or that they acted in the reasonable belief that:

- the person had a legal right to do the obtaining, disclosing, procuring or retaining
- the person would have had the consent of the controller if the controller had known about the obtaining, disclosing, procuring or retaining and the circumstances of it, or
- the person acted—
  - (i) for the special purposes,
  - (ii) with a view to the publication by a person of any journalistic, academic, artistic or literary material, and
  - (iii) in the reasonable belief that in the particular circumstances the obtaining, disclosing, procuring or retaining was justified as being in the public interest

Professionals must record:

- the decision to share, or not to share
- the lawful basis for sharing
- to whom the information was shared

This will enable the Data Controller to account for decisions made.

### Project

The project has established what data is necessary to achieve the aims during phase one. The data is considered proportionate to the privacy rights of individuals and this balance is described in the DPIA for the project. Further decisions on necessity will take place during phase two with data provided but not yet used during phase one.

## 2.7. Other relevant legislation

The actual disclosure of any personal data to achieve these objectives must also be conducted within the framework of the Human Rights Act 1998 (HRA) and the Common Law Duty of Confidence. Caldicott Principles also apply to all information sharing and they are listed in Appendix C: Data Protection & Caldicott Principles.

## 2.8. Common Law Duty of Confidence

Information held by other agencies that may have been gathered where a duty of confidence is owed. Duty of confidence is not an absolute bar to disclosure as information can be shared where consent has been provided or where there is a strong enough public interest to do so.

When overriding the duty of confidentiality, the parties may seek the views of the organisation who hold the duty of confidentiality and consider their views in relation to breaching confidentiality. The organisation may wish to seek legal advice if time permits.

## 2.9. Freedom of Information

The Freedom of Information Act 2000 gives all individuals the right to access official information held by a public authority (the Environmental Information Regulations 2004 also allow access to data. For ease of drafting, FOI is used to cover both legislation). Limited exemptions may apply and all public authorities must ensure they have recognised procedures in place for administering requests of this nature. All requests for FOI will be directed through the relevant organisations' FOI processes.

The project outputs are anonymised and these will be published where there is value to sharing the research. It is encouraged that all parties proactively publish this document. It may also be disclosed to the public under FOI.

# 3. Individuals

Organisations processing personal data are required to begin with the ethos of Data Protection by Design and Default (also known as Privacy by Design (PbD)). This means that we must consider and uphold the privacy of an individual's data before we begin and throughout the processing taking place.

Each party agrees that they have undertaken a DPIA (Data Protection Impact Assessment), where they feel the processing meets the legislative criteria for a DPIA.

## 3.1. Right to be informed – Privacy notices

Where personal data is created or received by one of the parties, they are responsible, as required by law, for making the data subject(s) aware within a reasonable time frame that the organisation holds the data, what they will do with it, how long they will keep it, and who they will share it with (such as under this DSA). This is normally done through a privacy notice, whether written or verbal. Organisations agree that they will adhere to the transparency requirements of the UK GDPR and will issue appropriate

notices which inform the data subject that the information will be shared with the parties under this agreement.

In some cases, it may not be appropriate to let a person know that information about them is being processed and shared. Consideration should be given to whether notifying the individual may place someone at risk or prejudice a police or safeguarding investigation. In these circumstances, the parties need not inform individuals that the information is being processed/shared; but should record their reasons for sharing information without making the individual aware.

This is a research project and following UK GDPR Article 5, research is 'not incompatible' with purposes for processing so additional privacy information is not required for this project. However, all parties are recommended to review their privacy information and adapt as necessary to reference research, and in the case of housing charities and similar, to describe sharing data with local authorities for the purposes of reducing homelessness.

### 3.2. Data subject rights requests and complaints

Each organisation must have in place appropriate policies and processes to handle data subject requests made in line with data protection law, to ensure they are responded to within deadline and in an appropriate manner. Requests include; right of access, right to rectification, right to erasure, right to restrict processing, right to data portability, right to object and rights related to automated decision making including profiling.

If an individual successfully requests the erasure or limitation of use of their data (right to erasure, right to rectification, right to restrict processing, right to object), the party that has been informed by the data subject will communicate this to the other parties where relevant and appropriate. In each case each party is responsible for securely disposing of such information or limiting its processing. Each party must have clear, fair and objective complaint procedures. Any complaints from individuals how their data is being processed or shared will be handled under the policy and processes of the organisation concerned.

As part of phase 2, Homeless Link, who will ultimately assume management and maintenance responsibilities for the tool, will determine a process for how to handle rectification requests and if there are any made to one of the organisations providing the data, how this will be fed through the tool.

### 3.3. Data subjects

The data subjects are vulnerable by the nature of being homeless, and additionally vulnerabilities are likely to apply, such as substance misuse. Parties to this agreement are in positions of power over data subjects.

The types of data subjects are:

<input checked="" type="checkbox"/>	Customers, service users, clients or residents	<input type="checkbox"/>	Professionals with opinions eg doctor, social worker, police officer
<input type="checkbox"/>	Service providers/contractors	<input type="checkbox"/>	Licence and permit holders

<input type="checkbox"/>	Patients	<input type="checkbox"/>	Witnesses
<input type="checkbox"/>	Complainants	<input type="checkbox"/>	Volunteers
<input type="checkbox"/>	People in audio or video recordings incl CCTV, body worn or dashcams, photographs	<input type="checkbox"/>	Victim/complainant of crime or anti-social behaviour
<input type="checkbox"/>	people captured on CCTV or similar such as dashcams	<input type="checkbox"/>	actual or suspected perpetrators
<input type="checkbox"/>	Traders or people subject to inspection	<input type="checkbox"/>	Employees
<input type="checkbox"/>	Councillors, MPs, elected officials	<input type="checkbox"/>	Any

## 4. Data

The personal data and its processing involved in these workstreams is extensive, highly sensitive and at times intrusive. There is a high volume of data and data subjects.

Anonymisation or pseudonymisation of the personal data shared will not be possible because of the probabilistic matching process which is key to accurately merging the datasets. However PII is not included in the merged dataset - this is anonymised and the outputs that appear in the user interface are also anonymised.

Data categories are:

Part 2 processing		Part 3 processing	
<input checked="" type="checkbox"/>	Personal data	<input type="checkbox"/>	Personal data
<input checked="" type="checkbox"/>	Special category data	<input type="checkbox"/>	Sensitive data
<input checked="" type="checkbox"/>	Criminal data	<input type="checkbox"/>	Pseudonymised data
<input type="checkbox"/>	Pseudonymised data	<input type="checkbox"/>	Anonymised/Aggregate data
<input checked="" type="checkbox"/>	Anonymised/Aggregate data		

### 4.1. The data to be shared

This project has a minimum data set or 'data checklist', which has been updated throughout the pilot

as the data was explored, matched and analysed. Due to the complexity of the police, probation, and council work in these areas, providing a prescriptive list of data fields to be shared is difficult. However the data checklist (Appendix B) gives a clear indication to participating organisations of the scope of the data request.

Data types are:

<input checked="" type="checkbox"/>	Name	<input checked="" type="checkbox"/>	Social care information
<input type="checkbox"/>	Address	<input type="checkbox"/>	Human Resources information
<input checked="" type="checkbox"/>	Contact details (phone/email)	<input checked="" type="checkbox"/>	Employment
<input checked="" type="checkbox"/>	DOB	<input type="checkbox"/>	Education information
<input checked="" type="checkbox"/>	Age	<input checked="" type="checkbox"/>	Gender
<input type="checkbox"/>	Religion or philosophical beliefs	<input checked="" type="checkbox"/>	Housing information
<input type="checkbox"/>	Financial information incl pension records	<input checked="" type="checkbox"/>	Family / relationship information incl next of kin
<input type="checkbox"/>	Property information	<input type="checkbox"/>	Physical description
<input checked="" type="checkbox"/>	Criminal (allegation or prosecution) information	<input type="checkbox"/>	Images in photographs, film, body worn/dashcam footage, CCTV, or audio recordings
<input checked="" type="checkbox"/>	Health / Medical information incl disability status	<input checked="" type="checkbox"/>	Referral / Assessment information
<input checked="" type="checkbox"/>	NHS number	<input type="checkbox"/>	Referees
<input checked="" type="checkbox"/>	Support network	<input type="checkbox"/>	Social media handles and activity
<input type="checkbox"/>	Political opinions	<input type="checkbox"/>	Trade Union membership
<input checked="" type="checkbox"/>	Any unique reference number	<input type="checkbox"/>	Copies of ID like passport or driving licence
<input type="checkbox"/>	Genetic data	<input type="checkbox"/>	Biometric data

<input checked="" type="checkbox"/>	Sex life or sexual orientation	<input checked="" type="checkbox"/>	Racial or ethnic origin
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## 4.2. Deceased persons

The sharing may involve data of deceased persons which will not be covered by data protection legislation but will still require due regard to the common law duty of confidentiality and the Human Rights Act.

## 4.3. Confidential information

In this agreement, we refer to personal data, as defined by data protection legislation. However, the word 'confidential' may be used by individuals and practitioners to describe information and can mean different things to different people.

Confidential can mean:

- Personal and special category data as defined by data protection legislation
- Patient Identifiable Information (PII) or 'personal confidential information'; both terms most commonly used in health settings
- Information which is not already lawfully in the public domain or readily available from another public source
- Information that has been provided in circumstances where the person giving the information could reasonably expect that it would not be shared with others.

## 4.4. Storing and handling information securely

Information must be stored and shared lawfully and securely. Special category data may need a higher level of security. The employee/organisation sharing the information must choose the most appropriate secure method of transfer and be responsible for its safe delivery.

### Electronic records:

Organisations may have different electronic methods for storing and sharing information securely. Some have local restrictions which block access to information shared using specific tools.

Parties must make sure the chosen method is suitably secure and that access is only provided to those who need it, and only to the data needed.

Unencrypted email (i.e. sent in plain text over the public internet) must not be used to share information under this DSA.

Sharing methods that may be appropriate include:

- **Email encryption tools** where the email and attachments are encrypted from named sender to named recipient (e.g. Microsoft 365 Message Encryption; Egress Protect)
- **Encryption via Transport Layer Security (TLS)** where the email and attachments are encrypted in transit over the internet. Both the sender and recipient email domains must have TLS enabled. This can be checked using <https://www.checktls.com/>
- **Secure corporately managed data repository and sharing platforms** (e.g. MS Teams; Google Docs)
- **Secure group email services** (e.g. CJSM: <https://cjsm.justice.gov.uk/index.html>)

- **Secure File Transfer Protocols**
- **Virtual Private Networks**

The above are examples, get advice from your organisation's information security or IT teams on secure methods of sharing available at your organisation and document these in the organisation's process documents.

For this project, secure file transfer methods were used for the initial ingestion of data from participating organisations. Either:

1. Uploading a .csv file via a secure Faculty-hosted environment, Frontier. This is an internal system that is used for secure data transfer with clients.
2. Sharing data via a secure messaging service (either Mimecast or Egress). This data is then transferred to Frontier.

For ongoing sharing of data with the tool, organisations can share this data manually via the tool itself or through automated extraction.

When data needs to be transferred over the internet, e.g. when ingesting data from INFORM/CHAIN Salesforce applications, or serving data via the core backend API, connections will be encrypted using Transport Layer Security (TLS).

#### **4.5. Access controls and security**

All parties will ensure that they have appropriate technical and organisational security measures in place to guard against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

A contractor is employed to design the system for the Strategic Insights Tool for Rough Sleeping.. The SITRS solution architecture has been designed with best practice security-by-design principles in mind. The system will be auditable so that it is possible for any auditor to establish who has accessed the system.

The only information visible through the tool to users is the aggregated outputs which are anonymised. The contractor currently audits who has logged on to the system, when, and for how long. This data is currently being pulled manually but there is a planned action to build in additional audit functionality ahead of handover to the GLA and Homeless Link.

Access to the AWS account(s) containing data relating to this project is limited to the contractor's (Faculty) AWS organisation administrators, and the core technical delivery team. Access to this data is managed and audited using AWS IAM profiles. Remove (programmatic) access to the raw data is protected by:

- AWS authentication: The technical delivery team uses secret keys to access cloud services from their development environments.
- Connection firewall: Only certain IPs are white listed to access the data. The technical delivery team needs to use a VPN connection.
- Database level credentials - a connection string to 'log in' to the RDS database

As part of the planned handover from Faculty to Homeless Link, there is planned work to ensure robust cyber security measures for example developing detailed security documentation, business continuity plan / disaster recovery protocol, and conducting penetration testing. It will form part of their contract with the GLA, and LOTI (London Councils) and Faculty will support this process. Whilst hosted by Faculty, there is reasonable DR protocol in place - this is detailed in the DPIA.

We have opted for passwordless authentication. Passwordless logins are more secure than traditional passwords as they use a second factor of authentication that is more difficult for attackers to compromise. In the case of the SIT, users must authenticate via a 'magic link'. In practice, this means that users follow the web link to access the site where the tool is hosted, they are prompted to enter their email address (associated with being an approved user) and they then receive a 'magic link' to their email address. This link is specific to the associated account and expires after 5 minutes.

A permissions model has also been set up such that participating organisations have access to an appropriate level of information.

This is as follows:

- **Admin:** Access to all matched data and all views (LOTI, GLA, London Councils, Homeless Link)
  - NB: This role has also been assigned to named users from Bloomberg Associates for testing purposes for a limited time in accordance with their consultancy work on behalf of the GLA.
- **Local Authority:** Access to Greater London, the subregional view to which the LA belongs, and only the borough-level data that the LA has provided. LAs also have access to all data that is matched to data that they have provided.
- **Service provider:** Access to Greater London view, and only data within the subregional / LA views that has been matched to data provided by the SP. No access to other service providers' data - this is all collated into an 'other' category where visualisations are broken down by service provider.

Each party agrees that all laptops, computers, and any other portable devices will be encrypted. Any individual no longer required to have access will promptly have such access revoked by the contractor, on notification from the relevant employer.

#### 4.6. Outside UK processing

Parties are responsible for ensuring that if information is processed or shared outside the UK, that appropriate safeguards are in place and on condition that enforceable data subject rights and effective legal remedies for data subjects are available. These are for example, a legally binding and enforceable instrument between public authorities or bodies, binding corporate rules, and/or standard data protection contractual clauses.

#### 4.7. Data quality

Each partner is responsible for ensuring the accuracy and relevance of the personal data that it processes and shares and must have clear processes in place for managing data quality. Any party learning of the inaccuracy of personal data is responsible for informing the parties with whom that data has been shared.

#### 4.8. Data breaches/incidents

All parties must have a clear policy and procedure regarding the reporting and handling of data protection breaches or data loss incidents. This must include assessing the level of risk to the data subject(s), as well as to make a decision on notifying the ICO within the statutory time frame of 72 hours. This complies with Articles 33 and 34 of UK GDPR, and Section 67 and 68 of the DPA 2018 for

personal data processed for law enforcement purposes.

If the incident may impact the processing of another party to this agreement, all relevant parties should be informed and appropriate coordination of the incident must take place. The decision to report the incident will lie with the data controller(s) of the information concerned. The parties agree to provide all reasonable and necessary assistance at their own expense to each other to facilitate the handling of any personal data breach in an expeditious and compliant manner.

It is confirmed that security breaches (including misuse or unauthorised disclosure) are covered by the partner's internal disciplinary procedures. If misuse is found there should be a mechanism to facilitate an investigation, including initiating criminal proceedings where necessary.

The contractor will inform GLA Rough Sleeping Team of any data incidents and breaches using the email address: [RoughSleepingCommissioning@london.gov.uk](mailto:RoughSleepingCommissioning@london.gov.uk) within 12 hours.

## **4.9. Retention and Disposal**

Organisations are required by data protection legislation to document processing activities for personal data, such as what personal data is held, where it came from and with whom it has been shared. This Record of Processing Activity (ROPA) must include the retention period for the data. Information must not be retained for longer than necessary for the purpose for which it was obtained.

Personal data retention in the project will be 5 years, to allow data matching over time. A key goal of the Strategic Insights Tool for Rough Sleeping is to better understand what happens to rough sleepers across their journeys into, during, and after they sleep rough, which will inform policy and service decisions. For most people who experience rough sleeping, the crisis is singular, short, and requires little intervention. For a few, time spent living on the streets is an intermittent occurrence amid other life challenges over a more extended period of time. These few long-term or episodic cases are the ones likely to need more services.

Being able to see the full user journey for those with higher service needs requires a longer timeline. The advent of rough sleeping is often a confluence of events over many years, from losing a job, developing a health problem, and then finally, perhaps, the loss of a supportive family member or friend. Periods during which individuals have not been engaged with the organisations do not necessarily indicate a positive move away from the streets, and may, for example, result from time spent in prison or rough sleeping in another geographical location. Time on the street can be short, but it can also last months or years, followed by time in hostels or other temporary arrangements. This cycle can stretch over five years, or more. Being able to see journeys over a longer period of time will be immensely useful for more complex, and more service needing individuals.

As part of the phase 1 review consideration was given as to what would be an appropriate 'trigger' for the 5 year retention period. It has been decided that this will be based on an individual rather than on events. So if an individual is still 'live' in the system, i.e. they have had any contact/interaction/event in the past 5 years, this data will be retained, but if there have been no contacts it will be deleted. There are some additional nuances with this in relation to accommodation types and whether there is an end date associated with them. For example if an individual is marked as in 'settled' accommodation and there have been no further interactions for 5 years, even if there is no end date, we class this as a positive long-term outcome and consider the data to have reached the disposal point.

The 5-year retention period has been reviewed and is deemed to still be appropriate at this stage. It is also aligned with the way the DLUHC rough sleeping indicators are defined; if an individual hasn't been seen rough sleeping for 5 years, they stop treating the individual as an existing rough sleeper, and this means that if they return to the streets 5 years and 1 day after their last rough sleeping episode, they are treated as a new rough sleeper.

Disposal or deletion of personal data once it is no longer required, must be done securely with appropriate safeguards, in accordance with that organisation's disposal policies.

## 5. Appendices

### 5.1. Appendix A: Parties to this agreement

Organisation	Duties
<p>London Boroughs</p> <ul style="list-style-type: none"> <li>● Westminster</li> <li>● Camden</li> <li>● Hillingdon</li> <li>● Lambeth</li> <li>● City of London</li> <li>● Southwark</li> <li>● Ealing</li> <li>● Redbridge</li> <li>● Kensington and Chelsea</li> <li>● Croydon</li> <li>● Hackney</li> <li>● Enfield</li> <li>● Haringey</li> <li>● Brent</li> <li>● Wandsworth</li> <li>● Waltham Forest</li> <li>● Barnet</li> <li>● Barnet Homes</li> <li>● Barking &amp; Dagenham</li> <li>● Tower Hamlets</li> <li>● Lewisham</li> <li>● Hammersmith &amp; Fulham</li> <li>● Islington</li> <li>● Greenwich</li> <li>● Hounslow</li> <li>● Newham</li> <li>● Harrow</li> <li>● Merton</li> <li>● Bexley</li> <li>● Bromley</li> <li>● Sutton</li> <li>● Havering</li> <li>● Richmond</li> <li>● Kingston</li> </ul>	<p>Local authorities are subject to a public duty to reduce or end rough sleeping in their areas.</p> <ul style="list-style-type: none"> <li>● Part 7 of the Housing Act 1996 – provides the statutory under-pinning for action to prevent homelessness and provide assistance to people threatened with or actually homeless.</li> <li>● The Homelessness Reduction Act 2017 significantly reformed England's homelessness legislation by placing duties on local authorities to intervene at earlier stages to prevent homelessness in their areas.</li> <li>● Homeless Act 2002 - ensures a more strategic approach to tackling and preventing homelessness, in particular by requiring a homelessness strategy for every housing authority district; and to strengthen the assistance available to people who are homeless or threatened with homelessness by extending the priority need categories to homeless 16 and 17 year olds; care leavers aged 18, 19 and 20; people who are vulnerable as a result of time spent in care, the armed forces, prison or custody, and people who are vulnerable because they have fled their home because of violence.</li> </ul>

<p>London Councils</p>	<p>London Councils acts as a membership body with its activities directed by and delegated from the 32 Boroughs of London and the City of London.</p> <p>The strategic direction of London Councils is set by the <b>Leaders' Committee</b>. Meeting eight times a year, the Leaders' Committee comprises the Leaders of all of London's local authorities. There is also a cross-party Executive Committee which guides the organisation's day-to-day work.</p> <p>London Councils makes the case to government, the Mayor and others to get the best deal for Londoners and to ensure that their member authorities have the resources, freedoms and powers to do the best possible job for their residents and local businesses.</p> <p>London Councils runs a number of direct services for member authorities including the Freedom Pass, Taxicard and Health Emergency Badge. It also runs an independent parking appeals service and a pan-London grants programme for voluntary organisations.</p> <p>London Councils acts as a catalyst for effective sharing among boroughs – be that ideas, good practice, people, resources, or policies and new approaches.</p>
<p>Greater London Authority (GLA)</p>	<p>The GLA is the devolved regional government of Greater London, consisting of the Mayor of London and the London Assembly. The Mayor of London is responsible for making London a better place for everyone who visits, lives or works in the city. The GLA Act gives the GLA the power to do anything which it considers will further any one or more of its principal purposes. These purposes include social and economic development in Greater London, and also addressing health inequalities. Reducing rough sleeping and mitigating its harmful effects on individuals and society falls within these purposes, and the Mayor has stated that it is his mission to end rough sleeping in London. Furthermore, the Mayor is required to publish a London Housing Strategy; the current London Housing Strategy includes a chapter on homelessness and rough sleeping in which the Mayor has made several commitments around working more closely with London local authorities and support providers, increasing focus on prevention of rough sleeping and improving the efficacy of interventions - all of which are achieved by this project.</p>

<p>Homeless Link (CHAIN)</p>	<p>CHAIN is a multi-agency database which is commissioned and funded by the Greater London Authority (GLA) and managed by Homeless Link. It is used by services across the 33 local authority areas of Greater London who work with current or former rough sleepers and some groups within the wider street population.</p> <p>The purpose of processing data on CHAIN is to support the achievement of outcomes that benefit rough sleepers and the wider street population, and thereby to reduce or eliminate rough sleeping in London.</p> <p>Processing of personal identifying, special category and criminal conviction data on CHAIN is carried out on the basis of public interest. Local, regional and central government are subject to a public duty to reduce or end rough sleeping in their areas, as identified, for example, in the Homeless Act 2002, and the Homelessness Reduction Act 2017. Rough sleeper services commissioned by (or in a smaller number of cases, working in partnership with and endorsed by) local authorities and the GLA exercise a function on behalf of these bodies, in order to further this public duty. The processing of data on CHAIN constitutes an inherent component of this function, and the ability to create client records on the system, and hence initiate processing, is strictly limited to those services which are directly exercising it.</p>
<p>SHP (Single Homeless Project)</p>	<p>Single Homeless Project is a London-wide charity. that works in communities across all 32 London boroughs, providing support and accommodation, promoting wellbeing and enhancing opportunity for thousands of people across the capital. Our diverse and flexible services tackle a wide range of needs and include specialist support for particularly vulnerable groups. Many of our services are commissioned by Local Authorities and National Probation Service.</p> <p>We are committed to tackling the underlying causes of homelessness and social exclusion, and we will use what we learn to make the case for prevention and systemic change. We are also passionate about promoting the voices of people who have been forced into homelessness, whose stories often go unheard.</p>

<p>St. Mungo's</p>	<p>We work to prevent people becoming homeless, support people who are sleeping on the streets into secure accommodation and then provide them with the services they need to rebuild their lives once they are there, and after.</p> <p>In 2020-21, our dedicated outreach teams supported 10,267 people and on any given night we provide 3,213 people with housing and support. These services range from outreach, accommodation and floating support services, to skills, employment and care, depending on the local area and the needs of the people there.</p>
<p>Thames Reach</p>	<p>Thames Reach is a London charity helping people who are homeless, or at risk of homelessness to find decent homes, build supportive relationships and lead fulfilling lives.</p> <p>Our vision is of a society where street homelessness is ended and nobody need sleep rough on the streets.</p>
<p>Evolve</p>	<p>The primary objects of Evolve are:</p> <ul style="list-style-type: none"> <li>● To provide, improve and manage houses or hostels providing residential accommodation and associated amenities, facilities and services for people of all ages who are in need, hardship or distress by reason of their social, physical or economic circumstances.</li> <li>● To relieve or assist in the relief of people of all ages who are in need, hardship or distress by reason of their social, physical or economic circumstances.</li> </ul>
<p>Look Ahead</p>	<p>Look Ahead supports thousands of people across London and the South East with a diverse range of needs, helping them to make individual choices, achieve goals and take control of their own lives by providing tailor-made support, care and accommodation services.</p> <p>We are one of the largest providers of services for people affected by homelessness across London and the South East. We provide 26 specialist homelessness and complex needs services across 11 local authorities. This includes two domestic violence services. Our services include support for individuals who may be older, have dual diagnosis or need specialist mental health or care needs. In our services we work with homeless families and those with experience of rough sleeping, substance misuse. Our offer includes support for those with experience of trauma and adverse childhood experiences</p>

<p>Providence Row Housing Association</p>	<p>Providence Row Housing Association has been helping homeless people in East London since 1860. Our role has evolved greatly since we first started. We now provide social housing and services that aim to support those who are homeless and enable recovery.</p>
<p>Salvation Army</p>	<p>Salvation Army run a range of services to help those experiencing homelessness, and are committed to supporting people out of rough sleeping and helping them move into safety and accommodation. We accommodate people in our supported housing services (Lifehouses).</p> <p>When it is very cold we work with local councils to keep people as safe as possible and put people up in the communal spaces in Lifehouses such as the lounges. In the winter we also operate a number of night shelters – often run by Salvation Army churches on a rota basis with other local churches. We also have some specialist teams in certain parts of the country that go out and work with people who are sleeping rough and try to support them into accommodation and services.</p> <p>Most of our services operate on a referral basis – this is to help ensure that we support the people that need it most.</p>
<p>YMCA St Paul's</p>	<p>YMCA St Paul's Group is a Charity upporting and empowering young people and communities across Greater London and beyond, including providing supported accommodation for those at risk of homelessness.</p>
<p>Your Place</p>	<p>Your Place is a charity dedicated to solving homelessness in east London, one person at a time. Our mission is to build hope and enable lasting change to end homelessness for people in east London.</p> <p>At Your Place, we take a holistic approach to solving homelessness, its root causes and its outcomes.</p> <p>There are three main aspects of our work:</p> <ul style="list-style-type: none"> <li>• A safe place to live</li> <li>• One-to-one support</li> <li>• Pathway to independence</li> </ul>

<p>Trinity Homeless Projects</p>	<p>The way we conduct ourselves is based on our beliefs that we are all equal, we all want to end homelessness and we can only do this together.</p> <p>Olympic House is ending rough sleeping in Hillingdon. We provide emergency accommodation for people experiencing street homelessness.</p> <p>In our shared, supported housing you will be part of a community ending homelessness for good. We believe that everyone has the right to a home and our supported housing provides people with exactly that. Our houses are for anyone experiencing or at risk of homelessness in Hillingdon and Slough. We provide shared, supported accommodation for between 6 months – 2 years.</p>
<p>Centre Point</p>	<p>Centre Point is a youth homelessness charity campaigning to end youth homelessness, running over 60 accommodation services across the areas we work in, including London boroughs. Our services aim to provide security to young people and inform on the causes of homelessness.</p> <p>Sadly, London has seen a significant increase in the number of young people homeless or at risk. Our work is more vital than ever to provide people a safe, secure home in the city.</p>

## 5.2. Appendix B: Phase 2 minimum data set / data checklist

Required fields from all sources (H-CLIC coding in brackets)	Required fields from H-CLIC only	Fields that were part of the original minimum dataset and are to be used for further feature developments
Unique client ID (1.1, A1.2)	Eligibility (1.3, 1.6)	Staying safe plan
Client name (A1.4, A1.5)	Application date (1.22)	Disabilities
DOB (A1.3)	Priority Need (7.5)	Relationship status
Preferred language (not in H-CLIC)	<b>Duty information (sections 4, 5, 7, 8)</b>	Immigration status
Ethnicity (1.7)	Duty type	Pregnancy status
Gender (1.24)	Duty start date	Employment / economic status
Nationality (1.9)	Duty end date	Armed forces history
Sexual orientation (1.8)	Location of duty event	Prison history
Phone number (not in H-CLIC)	Duty activity	Current mental health concerns / substance / alcohol misuse
Email (not in H-CLIC)	Reason for duty ending	Current medical needs
NI Number (A1.6)	Duty outcome / destination	Domestic violence services needs
NHS Number (not in H-CLIC)		Care leaver history
CHAIN ID (not in H-CLIC)		Entitlement to welfare benefits
Accommodation start date (9.2, 9.3)		
Accommodation end date (9.4, 9.9)		
Accommodation type (9.5)		
Accommodation location (9.8)		
Reason for leaving / accommodation end reason (7.7, 7.8)		
Departure destination / outcome		

## 5.3. Appendix C: Data Protection & Caldicott Principles

**The Principles as described in Article 5 of the General Data Protection Regulation.**

**The Caldicott Principles**



## 5.4. Appendix D: Applicable legislation

Note that all legislation can be found at [www.legislation.gov.uk](http://www.legislation.gov.uk)

Legislation	Main purpose of Legislation
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Homeless Act 2002	<p>In 2002, the government amended the homelessness legislation through the Homelessness Act 2002 and the Homelessness (Priority Need for Accommodation) (England) Order 2002 to:</p> <p>(a) ensure a more strategic approach to tackling and preventing homelessness, in particular by requiring a homelessness strategy for every housing authority district; and</p> <p>(b) strengthen the assistance available to people who are homeless or threatened with homelessness by extending the priority need categories to homeless 16 and 17 year olds; care leavers aged 18, 19 and 20; people who are vulnerable as a result of time spent in care, the armed forces, prison or custody, and people who are vulnerable because they have fled their home because of violence.</p>
Homelessness Reduction Act 2017	<p>The Homelessness Reduction Act 2017 significantly reformed England's homelessness legislation by placing duties on local authorities to intervene at earlier stages to prevent homelessness in their areas. It also requires housing authorities to provide homelessness services to all those affected, not just those who have 'priority need'.</p>
Housing Act 1996	<p>The primary homelessness legislation – that is, Part 7 of the Housing Act 1996 – provides the statutory under-pinning for action to prevent homelessness and provide assistance to people threatened with or actually homeless.</p>
Digital Economy Act 2017	<p>The Act supports data sharing between the GLA and boroughs and vice versa under Part 5, Cpt 1 s35 for the improvement of public service delivery.</p>
Common Law	<p>Provides a legal obligation on an individual requiring adherence to a standard of reasonable care, thus establishing a duty of care on a responsible authority.</p>
Human Rights Act 1998	<p>The Human Rights Act 1998 sets out the fundamental rights and freedoms that everyone in the UK is entitled to.</p>

## 5.5. Appendix E: Information Sharing Checklist

The following questions must be considered when deciding whether to share information.

- Whose information is this?
- Is there a lawful basis to share the information? Justify the purpose and identify relevant legislation that applies.
- Can information be pseudonymised or anonymised ahead of sharing?
- How have individuals been informed that the information will be shared eg via a privacy notice? Will they have the expectation that their information will be shared? Consider whether notifying the

individual of the sharing may place someone at risk or prejudice a police or safeguarding investigation.

- Have any requests not to share been received and considered?
- How much information is it necessary to share in this situation?
- Is the information accurate and up to date? Has the difference between fact and opinion been stated?
- Is access to the information limited to only those who need it? Is it being given to the right person?
- Is the information being shared in a secure way?
- Has the decision to share or not share been recorded?