

Appendix A Tier 2 - Information Sharing Agreement



Agreement Reference	<i>North Lincolnshire Safer Neighbourhoods Partnership</i>
Review date	<i>Sept 2019</i>
Version No.	<i>V.1</i>

Sharing information between partner organisations is vital to the provision of co-ordinated and seamless services. In addition, the sharing of information can help to meet the requirements of statutory and local initiatives. This agreement sets out the details for the secure and confidential sharing of personal information in accordance with the principles defined in the Humber Information Sharing Charter.

1. Purpose of the agreement

This agreement creates a framework for the formal exchange of personal information and intelligence between the partners to the agreement listed in section 2.

Identifies what the Protocol is aiming to achieve through the sharing of personal information.

This ISP has been prepared to support the regular sharing of personal information for the responsible authorities within the Humber sub-region.

The ISP supports the information sharing partnership organisations involved and the groups of service users it impacts upon. It details the specific purposes for sharing and the personal information being shared, the required operational procedures, consent process and legal justification.

The purpose for which the partnership will share information with its participating agencies and other agencies is appropriate and proportionate to and may or may not include the following:

- Community Safety Partnerships are created within the UK as statutory partnerships between responsible authorities (Section 5 of the Crime & Disorder Act 1998). Within England and Wales such partnerships are formed under section 17 of the Crime & Disorder Act 1998 and subsequent legislation. Service user personal information may be exchanged for the purposes of reducing the effects of crime and disorder within the Humber sub-region as defined in the provisions of section 115 of the Crime & Disorder Act 1998 and subsequent legislation.
- Community engagement and involvement in consultations and meetings designed to resolve neighbourhood problems. Such Neighbourhoods Action Team and Area team meetings determine the overall community priorities for the police and other agencies.
- Provision of crime prevention advice and support for community organisations such as Neighbourhood Watch.

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- Provide community intelligence and implement multi-agency systems and business processes designed to reduce the effects of crime and disorder within the Humber sub-region
- Investigating complaints
- Managing and planning services
- Commissioning and contracting services
- Developing inter-agency strategies
- Performance management and audit
- To provide a framework for the sharing of personal data, information and community safety data
- Information on neighbourhood problems, incident information and intelligence relating to crime and anti-social behaviour.
- Personal case information; risk assessments, details of meetings, case conferences and actions undertaken by the partnership and its agencies.
- Between all of the organisations to fulfil their statutory duty
- To support partnership working in respect of the identified individuals and their families with significant and enduring needs and vulnerabilities
- In circumstances where existing working relationships are not delivering sustained improved outcomes and where there are assessed risks of poor outcomes
- the detection and prevention of crime including facilitating a co-ordinated approach that targets reducing crime, disorder, domestic abuse, substance misuse and re-offending
- to support partnership working between organisations listed to fulfil their statutory duties
- the delivery of partnership outcomes
- managing and planning service delivery to meet the needs of individuals within the community
- to support the generation of intelligence products
- *for Humberside Police to access and update the Eclipse system with data*

If information is not managed appropriately between relevant agencies it can have a negative impact on service delivery. Alternatively where confidential personal information is shared about somebody inappropriately and without their consent that can have a devastating effect on the person to whom the information relates. That person can have redress through the courts to claims for damages against the individual and/or their organisation for any damage and distress caused. This protocol is an agreement between the organisations listed above for exchanging personal and sensitive information in order to achieve a coordinated assessment and service provision for service users.

2. Partners to the agreement

The partnership recognises the importance of confidentiality to service users. A 'service user' is anyone who approaches the partnership for help, advice and information, along with those engaged in any of the partnership agencies or satellite services.

This Tier 2 information and data sharing protocol is made under the Humber Information Sharing Charter (Tier 1 Protocol) and any successor protocols that apply to the Humber sub-region for information sharing between the partnership's agencies detailed below.

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This information sharing protocol (ISP) has been agreed between the participating partner organisations.

Partners have given consideration to its contents when drawing up this document and a full list of those are detailed at Appendix 1.

3. Implementation, review and termination of the agreement

- a) This agreement comes into force from 2017.
- b) This agreement will be reviewed at least annually, the date of the next full review is September 2019.
- c) This agreement can be suspended by either party in the event of a serious security breach. The suspension will be subject to a Risk Assessment and Resolution meeting between representatives of the partners, which should take place within 10 working days of any suspension.
- d) Termination of this agreement must be in writing giving at least 30 days notice to the other partners.
- e) If a new partner joins the agreement, a new version of the information sharing agreement will be issued as soon as possible, certainly within one month, and circulated to all participating parties.
- f) If a partner leaves the agreement, a new version of the information sharing agreement will be issued as soon as possible, certainly within one month, to all participating parties. Partners must refer to section 6.9 regarding retention and deletion of information that has been shared.
- g) Each partner organisation will keep each of the other partners fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its subcontractors, employees, agents or any other person within the control of the offending partner of any personal data obtained in connection with this agreement.

4. Basis for the sharing of personal information

The sharing of personal information in accordance with this agreement is lawful under the Data Protection Act 1998 schedule 2 condition

Legislative/Statutory Powers

Disclosure of information will be conducted within the legal framework of the Data Protection Act 1998 (DPA), the Human Rights Act 1998 and in compliance with the common law duty of confidence.

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The ISP applies to all agencies defined as responsible authorities within Section 17 of the Crime & Disorder Act 1998 and subsequent legislation and applies to case level information recorded by local agencies. In particular the provisions of these Act and;

- Anti Social Behaviour Act 2013
- Anti Social Behaviour, Crime & Policing Act 2014
- Crime and Disorder Act 1998 (section 115)
- Freedom of Information Act 2000
- Local Government Act 1972 (section 111)
- Local Government Act 2000 (section 2)
- Human Rights Act 1998
- The Caldicott Principles (where the sharing of information relates to health and social care organisation's use of patient identifiable information)
- The Criminal Justice & Court Service Act 2000
- The Police & Justice Act 2006 and the Crime & Disorder (Overview and Scrutiny) Regulations 2009 made under the Act

The approach to obtaining consent should be transparent and respect the service user.

Decisions regarding service users consent of how and when it was obtained and whether it was provided in written form will need to be recorded. Other than the exceptions permitted by legislation, a service user has the right to refuse their consent to have information about them shared. They also have the right to withdraw previously granted consent at any point, to the sharing of their information. Further personal information should not then be shared.

Details of refused or withdrawn consent should also be recorded together with any subsequent review of consent.

Personal information can be lawfully shared without consent where there is a legal requirements or where there an appropriate professional of sufficient seniority within the partner organisation, has taken the view that the duty of confidentiality can be breached in exceptional circumstance and where this is a substantial over-riding 'public interest'. Such situations where information might be shared without consent include:

- 'Life and death' situations, for example, where information is shared in an emergency in order to preserve life;
- Where a person's condition indicates they may be a risk to the public or may inflict self-harm;
- In order to prevent abuse or serious harm to others;
- On a case by case basis, to prevent serious crime and support detection, investigation and punishment of serious crime.

This is not an exhaustive list.

If there are concerns relating to child or adult protection issues, the relevant organisational procedures must be followed.

5. Processing of personal information

- 5.1 Personal information will be shared and processed by the partners in accordance with the Data Protection Act.
- 5.2 All information shared under this agreement, personal or otherwise, must only be used for the purpose(s) specified at the time of disclosure(s) as defined in the relevant data set list unless obliged under statute or regulation, or under the instructions of a court.
- 5.3 Where a partner receiving information under this agreement, wants to use that information for any other purpose, they must seek and receive permission from the original Data Controller before using the information for that further purpose. Further use of the information undertaken without the permission of the Data Controller will not be lawful or covered by this agreement.
- 5.4 The Data Protection Notification and Privacy Notice of each partner must reflect the processing of personal information under this agreement, to ensure that data subjects are fully informed about the information that is recorded about them and their rights to gain access to information held about them and to correct any factual errors that may have been made. If there are statutory grounds for restricting a data subject's access to the information held about them, they will be told that such information is held and the grounds on which it is restricted. Where opinion about a data subject is recorded and they feel the opinion is based on incorrect factual information, they will be given the opportunity to correct the factual error and / or record their disagreement with the recorded opinion.
- 5.5 Subject Access Requests will be handled in accordance with the standard procedures of the partner who receives the request.
- 5.6 Complaints will be handled in accordance with the standard procedures of the partner who receives the complaint.
- 5.7 The personal information shared under this agreement must be relevant and proportionate to achieve the purposes identified in section 1. Only the minimum necessary personal information will be shared and where possible aggregated non-personal information will be used.
- 5.8 The information shared should be complete (but not excessive), accurate and up-to-date to ensure all partners are assured that the information can be used for the purposes for which they require it.
- 5.9 The Data Controller must make all partners they share information with aware of their rules on data retention and whether these apply to the data being shared at the time of disclosure. The information must be securely disposed of when no longer required for the purpose(s) it was shared for or to meet any legal or audit obligation

6. Roles and responsibilities under the agreement

- 6.1 Each partner must appoint a single point of contact who must work together to jointly manage the valid and legally justified sharing of personal information for the purposes of this agreement; ensure the accuracy of the information shared; deal with data discrepancies; and ensure breaches are reported and investigated.

7. Signatories

By signing this agreement all signatories accept responsibility for its execution and agree to ensure all staff are trained so that requests for information and the process of sharing information itself is sufficient to meet the purposes of this agreement.

Signatories must all ensure that they comply with all relevant legislation in the processing of personal information.

North Lincolnshire Safer Neighbourhoods will maintain a partnership database containing the details of signatories and designated information protection liaison officers for the relevant authorities and cooperating bodies to this protocol and their associated signature forms.

Appendix 1

Partnership agencies include the following responsible authorities:

- The Office of the Police and Crime Commissioner
- Humberside Police
- Humberside Fire and Rescue Services
- National Probation Service – North & North East Lincs LDU
- Humberside Lincolnshire and North Yorkshire Community Rehabilitation Company
- NHS Agencies:
 - Northern Lincolnshire and Goole Trust
 - North Lincolnshire Clinical Commissioning Group
- Local Authorities
 - North Lincolnshire Council
 - North East Lincolnshire Council
 - Hull City Council
 - East Riding of Yorkshire Council
- Registered social landlords (RSL's are regarded as relevant authorities) within the sub-region for North Lincolnshire:
 - Guinness Northern Counties
 - Home Group
 - Ongo
 - Sanctuary Housing Association
 - Creative Support
 - Humbercare
- Change Grow Live Drug and Alcohol Services
- Rotherham Doncaster and South Humber NHS Foundation Trust
- East Midlands Ambulance Service
- The Blue Door Domestic & Sexual Abuse Support
- Other cooperating bodies that can be included in this protocol include Parish Councils, other NHS Trusts (such as mental health and ambulance services), Youth Offending Service, Criminal Justice Board, Crown Prosecution Service, HM Court Service, HM Prisons Service and contracted prisons, Young Offender Institutions, other Housing Associations, Victim Support and voluntary agencies who provide specialist services such as those for drug and alcohol treatment and victim support for sexual assault and domestic abuse)