

INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Ashleigh Children's Home

AND

LINCOLNSHIRE POLICE

Version 1.0

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SUMMARY SHEET

Information Sharing Agreement

ISA Ref:	LPO16/W – Ashleigh Children’s Home
PURPOSE	To create a system for the formal exchange of information and intelligence between the Police and Ashleigh Children’s Home, with the intention to prevent, detect, and/or reduce crime and anti-social behaviour, assist the well being, and positive development of the residents of Ashleigh Children’s Home.
PARTNERS	Lincolnshire Police Ashleigh Children’s Home
Date Agreement comes into force:	14 th April 2009.
Date of Agreement Review:	Six months after coming into force, then annually
Agreement Owner:	Lincolnshire Police
Agreement drawn up by:	Mr D Massey – ISA Officer
Location of Signed Agreement in force:	Information Management Unit, Force HQ
Protective Marking:	Not protectively marked

VERSION RECORD

Version No.	Amendments Made	Authorisation
001	Initial Draft	Mr D Massey
1.0	Authorised Version	Mr D Massey – ISA Officer
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1. INTRODUCTION

- 1.1 Lincolnshire Police are committed to partnership working, and continually look for opportunities to work more closely with local identified partners to detect, prevent and reduce crime and anti-social behaviour.
- 1.2 This agreement outlines the need for the police and Ashleigh Children's Home to work together to prevent crime and anti-social behaviour, which may involve residents of Ashleigh Children's Home, and provides a framework for action.

2. PURPOSE

- 2.1 The purpose of this agreement is to enable action to be taken against crime and anti-social behaviour, which may involve residents of Ashleigh Children's Home. It will incorporate measures aimed at:
 - Facilitating a coordinated approach that targets crime and anti-social behaviour;
 - Facilitating the collection and exchange of relevant information;
 - The pursuit of civil or criminal proceedings - either by Lincolnshire Police or Ashleigh Children's Home, if and when appropriate
 - Ensuring that the sharing of information meets one or more of the policing purposes.
- 2.2 It also seeks to increase the confidence of residents, while encouraging their support, to enable Lincolnshire Police and Ashleigh Children's Home, to work together to combat crime and anti-social behaviour.

3. PARTNER(S)

- 3.1 This agreement is between the following partners:

Ashleigh Children's Home, 23 Kilwell Road, Market Rasen, Lincs. LN8 3BJ

and Lincolnshire Police, PO Box 999, Lincoln, LN5 7PH

4. POWER(S)

- 4.1 This agreement fulfils the requirements of the following:

- Children's Act 1989
- The Civil Evidence Act 1995;
- The Crime and Disorder Act 1998 (section 115);
- Common Law Powers of Disclosure;
- The Rehabilitation of Offenders Act 1974;
- The Human Rights Act 1998 (article 8);
- The Data Protection Act 1998 (sections 29(3) & 35(2)).
- Working Together to Safeguard Children 2006
- Lincolnshire Safeguarding Children Board, Protocol for Safeguarding Children and Young People Living Away from Home From Offending Behaviours – May 2007.

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5. PROCESS

5.1 This agreement has been formulated to facilitate the exchange of information between partners. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of each case.

6. TYPES OF INFORMATION TO BE SHARED

6.1 Lincolnshire Police will share:

- De-personalised information relating to crime or anti-social behaviour in the area of Ashleigh Children's Home.
- Evidence relating to a conviction of an individual, who may have an adverse influence on a resident child or young person of Ashleigh Children's Home, providing that the conviction is not considered spent under the Rehabilitation of Offenders Act 1974;
- Evidence relating to a caution accepted by an individual, who may have an adverse influence on a resident child or young person of Ashleigh Children's Home, where the date of the caution is less than twelve months from the disclosure date;
- Evidence relating to a conviction or intelligence which would reasonably indicate that an individual represents a significant danger to a resident child or young person, or staff, of Ashleigh Children's Home, should they become an adverse influence to the child or young person.
- Copies of statements made to the police by third parties where written permission has been provided by the statement maker for that statement to be disclosed for use in civil proceedings.

6.2 Ashleigh Children's Home, will share:

- Evidence, including complaints from neighbours or the public relating to criminal or anti-social behaviour at, or in the immediate vicinity of Ashleigh Children's Home, where there is evidence that these were committed by a resident child or young person, or invited visitors.
- Details of residents of Ashleigh Children's Home, where appropriate.
- Details of local contacts/acquaintances of residents of Ashleigh Children's Home, if appropriate.
- Details of forwarding addresses of ex – residents, if appropriate.

7. CONSTRAINTS ON THE USE OF THE INFORMATION

7.1 The information shared must not be disclosed to any third party without the written consent of the agency that provided the information. It must be stored securely and deleted when it is no longer required for the purpose for which it is provided.

7.2 Any police information shared is only valid at the time of provision, and should only be used for the purpose as requested. It should not be used for any subsequent investigations, which should be subject to a new request for information.

7.3 Any information shared will be proportionate and necessary for the purpose for which

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it is being shared.

8. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

- 8.1 Each partner must appoint a single point of contact (SPoC) who must work together to jointly solve problems relating to residents. The sharing of information must only take place where it is valid and legally justified.
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|-------------------------------|--|
| Police SPoC | Title: Sector Intelligence Officer
Contact details: 01673 842212 ext 6635 |
| Deputy | Title: Neighbourhood Policing Team Manager
Contact details: 01673 842212 ext 6648 |
| Ashleigh Children's Home SPoC | Title: Residential Manager
Contact details: 01673 842261 |
- 8.2 SPoCs must meet regularly to discuss and prioritise incidents of criminal or anti-social behaviour. Both contacts have a responsibility to create a file or folder that can record each individual request for information and the decision made. It must include copies of the request for information, details of the data accessed and notes of any meeting, correspondence or phone calls relating to the request.
- 8.3 Any request for information must meet one or more of the policing purposes.
- 8.4 Within Lincolnshire Police, the file **will be held and managed centrally by the Sector Intelligence Officer**. This arrangement must be replicated within Ashleigh Children's Home.
- 8.5 The designated police officer must ensure that the request meets a policing purpose. Where the information refers to a victim or witness, their written consent must be obtained.

9. SPECIFIC PROCEDURES

- 9.1 Handling Requests for Information - all requests for information must be made in writing using Form A - Request for Personal Information.
- 9.2 The decision to provide information will be documented on Form B – Response to Request for Information. Copies of both Form A and Form B will be retained by the Police Spoc within the file created for such purpose.
- 9.3 Requests may be made by fax but care must be taken where personal information is shared. Similarly, requests and replies should not be communicated via e-mail as the internet is not secure for the transition of personal and sensitive personal information.
- 9.4 Requests for information may be made by telephone in cases of emergency, for example, where there is a risk of immediate violence by using the '999' system. If the need for the request falls outside normal office hours, or the identified Police SPoC is not available, and the need is still 'urgent' but not an emergency, the request should be made to the Force Command and Control Centre (FCCC) Tel: 01522 532222. In both circumstances, the request will be directed to the duty Inspector (if available) or the duty supervisor, who will make the decision to release information. Form MoPI 1 Request for Information will be completed on behalf of the requestor by the Duty Inspector/Supervisor and information released will be documented thereon. Upon

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completion and release of information, Form MoPI 1 will be forwarded to the identified Police SPoC, who will, upon receipt of the form, file it in alphabetical order within the file set up specifically for use with the named partner.

- 9.5 Replies to requests must be made within ten working days.
- 9.6 The Police SPoC will submit any information received from Ashleigh Children's Home, as a result of a request for information, if relevant, via the 5x5x5 system into the Lincolnshire Police intelligence systems in a timely, accurate and proportionate manner.

Information Requested by Ashleigh Children's Home, Prior to Conviction or Caution:

- 9.7 In some cases, civil proceedings may be a more appropriate route to take than a criminal prosecution. Where this occurs, it will be the responsibility of the police to determine whether or not they will support civil proceedings.
- 9.8 Where Ashleigh Children's Home requests information about a particular individual when a criminal investigation has already started, any decision on whether or not to proceed with a criminal prosecution must be referred to the designated police officer who will liaise with the Crown Prosecution Service. This is particularly important in cases involving child abuse, domestic violence and incidents where Covert Human Intelligence Sources (CHISs) have been tasked.
- 9.9 Where a criminal prosecution is pending and Ashleigh Children's Home wishes to pursue civil proceedings in advance of a prosecution, a police officer can only provide factual information with the prior consent of the Crown Prosecution Service. The police cannot provide opinion evidence.
- 9.10 Where a complaint of anti-social behaviour has been made against a resident, both partners can share information (providing that it meets a policing purpose and satisfies the principles of the Data Protection Act), to help decide what course of action, if any, to take against the tenant. Such disclosures will only deal with the incident or offences that have occurred in the premises or in the immediate vicinity, and will be aimed at deciding on the course of joint action, if required. All decisions must be recorded.
- 9.11 Where more serious allegations are made against a resident, the nominated officer from Ashleigh Children's Home must write to Lincolnshire Police informing them that action is being considered. The resident's name and address should be shared with the police to enable officers to carry out a search. This may include details on:
- Events witnessed by a police officer;
 - Evidenced incidents at the address or the immediate locality;
 - Warrants executed;
 - Persons arrested;
- 9.12 Officers attending incidents should make detailed pocket book entries of any complaints or statements obtained during criminal investigations. These complaints or statements can only be shared with Ashleigh Children's Home with the individuals written permission and only once the criminal proceedings have been completed.

Information Requested by Ashleigh Children's Home, Post Conviction, or Caution

- 9.13 Where the criminal process is complete, copies of relevant police statements may be released to Ashleigh Children's Home. Statements obtained from witnesses will also be released provided the appropriate written consent has been given.
- 9.14 Convictions that are spent within the meaning of the Rehabilitation of Offenders Act will not be disclosed.

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10. REVIEW, RETENTION AND DELETION

- 10.1 Partners to this agreement undertake that personal data shared will only be used for the specific purpose for which it is requested. The recipient of the information is required to keep it securely stored and when it is no longer required for the purpose for which it was requested, will safely dispose of it. The force may also want to request a copy of the partner's information security policy (where it exists) when sensitive personal data is to be shared.
- 10.2 Files containing information from partner sources will be reviewed in line with force policy.
- 10.3 The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information.
- 10.4 Ashleigh Children's Home managers will ensure that access to information received from the Police will only be granted to those staff who need to see the information.

11. REVIEW OF THE INFORMATION SHARING AGREEMENT

- 11.1 This Information Sharing Agreement will be reviewed six months after its implementation and annually thereafter. The nominated holder of this agreement is Lincolnshire Police. It is based on the national template for Information Sharing, which forms part of the guidance issued on the Management of Police Information by the Association of Chief Police Officers (ACPO) and the Home Office.

12. INDEMNITY

- 12.1 Ashleigh Children's Home, as receivers of police information will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

13. SIGNATURE

- 13.1 By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purposes of this agreement.
- 13.2 Signatories must also ensure that they comply with all relevant legislation.

Signed on behalf of Lincolnshire Police _____

Title: _____

Rank / Position: _____

Date: _____

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Signed on behalf of Ashleigh Children's
Home

Title:

Rank / Position:

Date:

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