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<b>Title</b>	A purpose specific information sharing agreement between Metropolitan Police – Bexley Borough Command and the various partners of the Bexley Integrated Offender Management (IOM) Scheme partner agencies.
<b>Version</b>	Version One (1)
<b>Summary</b>	An agreement to formalise information sharing arrangements between Metropolitan Police - Bexley Borough Command and the various partners of the Bexley Integrated Offender Management (IOM) Scheme partner agencies for the purpose of offender management
<b>(B)OCU or Unit, Directorate</b>	Metropolitan Police, IOM Scheme
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Organisation	Metropolitan Police, IOM Scheme
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# Purpose Specific Information Sharing Arrangement

Integrated Offender Management Scheme information sharing agreement



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## Section 1. Purpose of the Agreement

This agreement has been developed to:

- Define the specific purposes for which the signatory agencies have agreed to share information.
- Describe the roles and structures that will support the exchange of information between agencies.
- Set out the legal gateway through which the information is shared, including reference to the Human Rights Act 1998 and the common law duty of confidentiality.
- Describe the security procedures necessary to ensure that compliance with responsibilities under the Data Protection Act and agency specific security requirements.
- Describe how this arrangement will be monitored and reviewed. This should be after six months initially and annually thereafter. A suggested agenda is available from the ISSU
- In addition, completion of this document will ensure that the Metropolitan Police Service can meet the information sharing requirements of the Guidance on the Management of Police Information (MoPI).

### **The signatories to this agreement will represent the following agencies/bodies:**

Metropolitan Police – Bexley Borough Command  
London Probation Service  
London Borough of Bexley – Drug Interventions Programme  
St Giles Trust  
South London & Maudsley (Mental Health) Trust,  
Signpost  
Bexley Churches Housing Association Ltd,  
Housing Support Service  
Charlton Athletic Football Club

## **Section 2. Specific Purpose for Sharing Information**

### **Introduction**

This Purpose Specific Information Sharing Agreement is linked to the Overarching Information Sharing Protocol that has been agreed between the London Borough of Bexley and the Metropolitan Police – Bexley Borough.

### **Objectives of the partnership**

The objectives of the partnership are to provide an effective IOM scheme within the borough of Bexley. The information sharing under this agreement will allow all partners to provide the best range of services to the IOM. It will ensure the MPS can complete their responsibilities in working with prolific offenders and meeting the strands of Deter, Catch and Convict, Rehabilitate and Re-settle..

### **MPS Benefits**

Reduction in crime and disorder through the identification of offenders for inclusion in the IOM scheme.

The partners may provide the MPS with information that would not otherwise be freely available. This will lead to enhanced monitoring of prolific offenders through their interactions and activities with partner organisations to achieve reductions in the Borough crime priorities.

### **Partner Agency(ies) Benefits**

Supports the work of the partner agencies and their priorities as determined through the Community Safety Partnership and promotes multi-agency working to tackle crime.

### **Citizen Benefits**

Reduction in crime and fear of crime by offenders identified by the Integrated Offender Management scheme as priority offenders.

The offenders themselves benefit from the interaction with the IOM support services and the associated benefits.

### **How will this information sharing arrangement further those objectives?**

The information to be shared under this agreement will be unavailable from any source other than the specific partners involved. The sharing of information is required to assist in the identification, management and provision of services to those offenders on the IOM scheme.

## **Section 3. Legal Basis for sharing and what Specifically will be Shared**

### **3.1 First Principle**

The first data protection principle states that data must be processed lawfully and fairly.

#### **3.1.1 Lawfully**

A public authority must have some legal power entitling it to share the information.

#### **The primary legal power to share this information:**

The main legal power for the sharing of information in this instance is S115 Crime and Disorder Act 1998. This allows relevant authorities to share information for the purpose of prevention and detection of crime, to apprehend or prosecute offenders or if it is required by law.

For those bodies that do not come under the remit of the Crime and Disorder Act the power to share MPS information comes from Common Law Policing Purposes. This will be through the Policing Purpose to Prevent the Commission of Offences.

#### **3.1.2 Duty of Confidence**

If the service has received any information in confidence, you almost certainly have a Duty of Confidence towards the data subject.

#### **INDICATE: How any duty of confidence might be overridden**

There will be no information shared under this agreement where the information has been provided in confidence.

Other agencies may hold information that was provided with a duty of confidence e.g. in relation to medical information. The Duty of Confidence is not an absolute bar to disclosure as information can be shared where consent has been provided or it is in the public interest, in this case for preventing the commission of criminal offences and bringing offenders to justice.

#### **3.1.3 Fair Processing**

##### **How this agreement will comply with Fair Processing:**

A Fair Processing Notice is available on the MPS Intranet, is published on the external MPS Publication Scheme, and is also displayed within police station front offices and custody suites. This details –

- (a) The identity of the data controller
- (b) If the data controller has nominated a representative for the purposes of the Act, the identity of that representative
- (c) The purpose or purposes for which the data is intended to be processed.

(d) Any further information which is necessary, taking into account the specific circumstances in which the data are or are to be processed, to enable processing in respect of the data subject to be fair.

The notice states that personal information will be used for the purposes of 'Policing' and also states that the MPS *may* share this information with a variety of other agencies for the purposes of Policing.

All parties should have similar provisions for providing Fair Processing Notices to PPOs.

### **3.1.4 Legitimate Expectation**

An individual's expectation as to how information given to a public body will be used will be relevant in determining whether the first data protection principle has been complied with.

#### **How this information sharing arrangement is consistent with the legitimate expectations of the data subject:**

There is a legitimate expectation that the police will do what they can to maximise fairness and protection under law. The sharing of information within the terms of this agreement satisfies the expectation that police information will be used for the purposes of crime reduction and prevention as well as the maintenance of public safety.

Details of this and most other non-sensitive information sharing agreements will be published in line with the requirements of the Freedom of Information Act 2000, on the MPS Publication Scheme. This will also allow members of the public to understand how their personal information may be used by the MPS. This is in addition to the ready availability of the Fair Processing Notice mentioned above.

### **3.1.5 Human Rights - Article 8: The Right To Respect For Private And Family Life, Home And Correspondence**

There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

#### **How the Article 8 of the Human Rights Act is to be satisfied:**

**In pursuit of a legitimate aim** – Preventing the commission of offences under Common Law and S115 of the Crime and Disorder Act.

**Proportionate** – Information to be shared through this agreement is to be the minimum necessary to support the work of the IOM Programme.

**Appropriate and necessary to a democratic society** – Supporting law and order and working to improve its effectiveness and the public confidence in it is an activity necessary to a democratic society.

### **3.1.6 Schedule 2, Data Protection Act 1998**

In addition to the legal criteria set out above, the information sharing arrangement must satisfy at least one condition in Schedule 2 of the Data Protection Act in relation to personal data.

#### **How the Schedule 2 Condition(s) is satisfied:**

It should not be assumed that consent is essential in order for agencies to share information in support of the IOM Scheme.

Obtaining consent remains a matter of good practice and, in circumstances where it is appropriate and possible, explicit consent should be sought from and freely given by the data subject.

However, in many cases the aims of the IOM scheme might be prejudiced if agencies were to seek consent. In such cases the disclosing agency must consider possible grounds to override the consent issue. It is possible to disclose personal information without consent if this is in the defined category of public interest.

The Public Interest Criteria include:

- i) The administration of justice;
- ii) Maintaining public safety;
- iii) The apprehension of offenders;
- iv) The prevention of crime and disorder;
- v) The detection of crime;
- vi) The protection of vulnerable members of the community.

When judging the public interest, it is necessary to consider the following:

- i) Is the intended disclosure proportionate to the intended aim?
- ii) What is the vulnerability of those who are at risk?
- iii) What is the impact of disclosure likely to be on the offender?
- iv) Is there another equally effective means of achieving the same aim?
- v) Is the disclosure necessary to prevent or detect crime and uphold the rights and freedoms of the public?
- vi) Is it necessary to disclose the information, to protect other vulnerable people?

The rule of proportionality should be applied to ensure that a fair balance is achieved between the public interest and the rights of the data subject.

Where consent is provided section 1 of Schedule 2 will be satisfied.

Where consent is not provided, or sought, Schedule 2 will be satisfied in this case by section 5(b) that allows the sharing of information for functions conferred under statute namely section 115 Crime and Disorder Act 1998.

For those bodies that do not come under the remit of the Crime and Disorder Act the Schedule 2 conditions can be satisfied by section 6(1). The purposes of legitimate interests pursued by the data controller or by third party or parties to whom the data are disclosed, except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms of legitimate interests of the data subject. This supports the purposes of each agency assisting with the delivery of the IOM scheme.

### **3.1.6 Schedule 3, Data Protection Act 1998**

If the information is “sensitive” (that is, where it relates to race, ethnic origin, political opinions, religion or belief system, membership of a trades union, physical/mental health or sexual life, the commission or alleged commission of any offence, proceedings relating to the offence) you must satisfy at least one condition in Schedule 3.

#### **How the Schedule 3 condition is satisfied:**

As with Schedule 2 if explicit consent is provided then sensitive personal information may be shared, as section 1 of Schedule 3 will be satisfied.

Where consent is not provided, or sought, Schedule 3 will be satisfied in this case by section 7 that allow the sharing of information for functions conferred under enactment namely section 115 Crime and Disorder Act 1998.

For those bodies that do not come under that remit of the Crime and Disorder Act the Schedule 2 conditions can be satisfied by section 10. This allows the processing of sensitive personal data in certain circumstances as specified in an order made by the Secretary of State. These circumstances are defined in Statutory Instrument 417/2000 – The Data Protection (Processing of Sensitive Personal Data) Order 2000, which provides for sensitive personal information being processed where: “The processing is necessary for the exercise of any functions conferred on a constable by any rule of law.” (Paragraph 10).

## **3.2 Second Principle**

Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.

#### **How the agreement complies with the second data principle:**

The MPS information exchanged under this agreement was obtained for policing purposes. Under this arrangement it will not be processed in any manner contradictory to that purpose.

### **3.3 Third Principle**

Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

#### **How the agreement complies with the third data principle**

Due to the complexity of the information sharing through this agreement providing a prescriptive list of data fields to be shared is difficult.

The level of information that will be shared under this agreement will not be valued higher than 'Restricted' under the Government Protective Marking Scheme. The information exchanged will include data on the IOMs attendance and compliance with services arranged through the IOM Programme and other relevant information.

Therefore partners will agree to share proportionate information that will be the minimum necessary to enable the IOM Programme to achieve its objectives.

### **3.4 Fourth Principle**

Personal data shall be accurate and, where necessary, kept up to date.

#### **How the agreement complies with the fourth data principle**

All the information supplied will be obtained from MPS computer systems and subject to their own reviews, procedures and validation. Any perceived inaccuracies should be reported to the MPS contact at Bexley Borough for verification and any necessary action.

Whilst there will be a regular sharing of information, the data itself will likely be 'historical' in nature. Specifically this means that the data fields exclusively relate to individual actions or events that will have already occurred at the time of sharing. These are not categories of information that will substantially alter or will require updating in the future.

### **3.5 Fifth Principle**

Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

#### **How the agreement complies with the fifth data principle:**

Information will be kept for the duration that the individual remains on the IOM Scheme. The individual will be subject to regular (monthly) reviews of their position on the scheme, and information deleted when they leave the scheme.

If information shared under this protocol is to be included in case files and held for longer than the individual's involvement in the IOM Scheme it must be for a legitimate purpose. This may include continued use of a service provided

by the organisation or potential interaction at a later date. This must be held, reviewed and deleted in reference to the individual agencies code of practice in the handling of information and their responsibilities under the Data Protection Act.

Bexley Borough police will handle and store all information in accordance with the Code of Practice on the Management of Police Information (MoPI) retention guidelines.

### **3.6 Sixth Principle**

Personal data shall be processed in accordance with the rights of data subjects under this Act.

#### **How the agreement complies with the sixth data principle:**

- Partners to this arrangement will respond to any notices from the Information Commissioner that impose requirements to cease or change the way in which data is processed.
- Partners will comply with subject access requests in compliance with the relevant legislation.
- The MPS reserves the right to withdraw right of use of the data at any time.

### **3.7 Seventh Principle**

Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

#### **How the agreement complies with the seventh data principle**

Measures to satisfy the Seventh Principle are detailed in the final section of this document, "Description of Arrangements including security matters".

### **3.8 Eighth Principle**

Personal data shall not be transferred to a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection of the rights and freedoms of data subjects in relation to the processing of personal data

#### **How the agreement complies with the eighth data principle**

Under the terms of this agreement no information will be passed outside of the European Economic Area.

## **Section 4. Description of arrangements including security matters.**

Where co-located staff are involved with the delivery of IOM, information may be shared on a less formal basis subject to the consent of the agencies involved. This should not, however, override any of the principles contained within the Information Sharing Agreement.

Meeting of the Management Board will contain only generic performance related data and no personal client/offender details. Notes of Panel meetings will contain sensitive information on clients and should be notated for circulation to Panel members only.

Any detailed client information should be sent only by secure e mail.

Urgent requests by telephone should be routed through the identified agency contacts (see Business Continuity below). It is recommended that information provided by telephone is confirmed by fax.

### **Business Continuity**

Where MPS information is shared, a record of what has been provided will be made in each instance. If the information is lost by the partners there will be the provision for the MPS to re-supply information, if necessary.

All partners to this agreement will provide a list of contacts to deal with queries and requests for information under this agreement. The organisations will also nominate persons to act as the contact to ensure continuity in the absence of the original points of contact.

### **Confidentiality and Vetting**

Information to be exchanged under this protocol will normally be marked at the Government Protective Marking Scheme Level of 'Restricted'. The MetSec Code allows the disclosure for up to 'Restricted' information where that individual has a relevant 'need to know' that information.

Any information shared through this protocol should only be viewed by those individuals with a valid 'need to know' that information.

If information is marked at 'Confidential' or above then further advice must be sought, as some level of vetting is likely to be required.

### **Compliance**

All partners to this arrangement agree to accept responsibility for ensuring that all agreed security arrangements are complied with.

Compliance with these security controls will be included in the annual review of this information sharing agreement.

## **Sanctions**

Any unauthorised release of information or breach of these conditions will be dealt with through the internal discipline procedures of the individual partner.

Non-compliance and/or breaches of the security arrangements will be reported to the MPS Bexley Borough and reviewed with regards for any risk in the breach.

All parties are aware that in extreme circumstances, non-compliance with the terms of this agreement may result in the agreement being suspended or terminated.

## **Training / Awareness**

All partners will hold a copy of this agreement. It is the responsibility of each partner to ensure that all individuals likely to come in contact with the data shared under this agreement are trained in the terms of this agreement and their own responsibilities.

## **Partner's Building And Perimeter Security**

Information will be stored in secured premises, e.g. not in areas where the Public have access.

## **Storage of Papers**

Any paper records held by the partners will be stored in a locked container (preferably with a locking bar) when not in use. Access must be limited only to those with a valid 'need to know' that information. There should also be a clear desk policy where MPS information is only assessed when needed and stored correctly and securely when not in use.

## **Movement of Information (Physically)**

Some information will be passed across in person from the MPS Bexley Borough to partners.

Information will be physically handed to each relevant agency. The reproduction of information is strictly prohibited unless authorised by the MPS contact. Subsequent movement within the partner agency must be treated with the same degree of security.

## **Movement of Information (Electronically)**

If information is to be shared over email then an appropriate and approved method must be used, see Guide for Use of Secure Email which detail the process and ensures that a suitable secure email facility is available e.g. emails with Health over the nhs.net pathway or with local authorities using the cjit system

### **Disposal of Electronic Information**

Information provided as part of this agreement will be the subject of review by the partner agencies. Information will be destroyed in accordance with each agencies code of practice in handling information and with regards to their responsibilities under the Data Protection Act.

If information is stored by partners electronically on their systems, information must be overwritten using an appropriate software utility e.g. Norton Utilities or CD/ disks physically destroyed

### **Disposal of Papers**

Information provided in hard copy will be destroyed when it is no longer useful, being either shredded, preferably via a cross cut shredder, or returned to the MPS contact for destruction through the MPS restricted waste system.

### **Review**

The arrangements held within this document will be reviewed initially after six months and then annually thereafter. A suggested agenda for any review meeting is available from the MPS Information Sharing Toolkit.

### **Freedom of Information Requests**

Normal practice will be to make all information sharing agreements available on the MPS Publication Scheme. It is recognised that any of the parties to this agreement may receive a request for information made under the Act that relates to the operation of this agreement. Where applicable, they will observe the Code of Practice made under S.45 of the Freedom of Information Act 2000.

This Code of Practice contains provisions relating to consultation with others who are likely to be affected by the disclosure (or non-disclosure) of the information requested. The Code also relates to the process by which one authority may also transfer all or part of a request to another authority if it relates to information they do not hold.

**Section 5. Agreement to abide by this arrangement**

The agencies signing this agreement accept that the procedures laid down in this document provide a secure framework for the sharing of information between their agencies in a manner compliant with their statutory and professional responsibilities.

As such they undertake to:

- Implement and adhere to the procedures and structures set out in this agreement.
- Ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this agreement.
- Engage in a review of this agreement with partners six months after its implementation and annually thereafter.

**We the undersigned agree that each agency/organisation that we represent will adopt and adhere to this information sharing agreement:**

Agency	Post Held	Name	Signature	Date
Metropolitan Police – Bexley Borough	DI Offender Manangement	Heather Toulson		20.01.11
London Probation Service	Senior Probation Officer	Lizzette Ambrose		13.01.11
London Borough of Bexley – Drug Interventions Programme	Service Manager	Graham Lettington		13.01.11
St Giles Trust	Community Service Mnanager	Bernie Kastner		13.01.11
South London & Maudsley (Mental Health) Trust,				
Signpost				
Bexley Churches Housing Association Ltd,				

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Charlton Athletic Football Club				