

*(Insert Council Detail)*

**COMMUNITY SAFETY PARTNERSHIP**

**INFORMATION SHARING AGREEMENT**

**March 2009**

**SUMMARY SHEET**

<b>ISA Ref:</b>	
<b>PURPOSE</b>	To achieve standardisation & understanding of information sharing across all Leicestershire Community Safety Partnerships through the introduction of one generic template document.
<b>PARTNERS</b>	Leicestershire Police
<b>Date agreement comes into force:</b>	
<b>Date of Agreement Review:</b>	
<b>Agreement Owner:</b>	Leicestershire Police
<b>Agreement Drawn up by:</b>	
<b>Location of Agreement in Force:</b>	
<b>Protective Marking:</b>	Not Protectively Marked

**VERSION RECORD**

<b>Version No.</b>	<b>Amendments Made</b>	<b>Authorisation</b>	<b>Date</b>
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	Redraft by C Woodward	Working Group	22.05.08
	Redraft by C Woodward	Working Group	03.07.08
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Not Protectively Marked

	Amended A Chafer	Include revised Terms of Reference for JAGs	29 7 09
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## 1 INTRODUCTION

The Crime & Disorder (Formulation and Implementation of Strategy) Regulations 2007 places a requirement upon Community Safety Partnerships that they shall have in place arrangements for the sharing of information between 'responsible authorities', and shall prepare an agreement setting out those arrangements.

Confident and effective data information exchange is the key to multi-agency working, nowhere more so than in statutory partnerships for community safety. The effectiveness of information exchange arrangements is a reflection of the effectiveness of the partnership as a whole.

The Home Office Guide 'Delivering Safer Communities', states,

***"Information sharing is the cornerstone of delivering shared understanding of issues and arriving at shared solutions. Effective delivery relies on good information sharing and those decisions should be based on good information. The improved outcomes of an intelligence-led, problem solving approach to community safety can only be achieved when partners have access to relevant, robust and up to date information from a broad range of sources"***.

*(For the purpose of this document the terms 'data' and 'information' are used)*

## 2 PURPOSE

The purpose of this Agreement is to facilitate the exchange of information, primarily depersonalised information, in order to comply with the statutory duty placed on the 'responsible authorities', (Local Authorities, the Police Service and Authority, Fire & Rescue Authority and Primary Care Trust (PCT)) to work together to develop and implement a strategy and tactics for reducing crime and disorder, anti social behaviour and substance misuse. This will also include any other behaviour effecting the local environment

This Agreement will also extend to co-operating organisations and any other agency or organisation which has signed the Agreement.

This Agreement will also apply to any exchange of personal information which is intended to support action under any provision of the Crime & Disorder Act 1998 (as amended in 2000 & by the Police and Criminal Justice Act 2006); and any subsequent statutory amendment, addition or provision, which requires, or gives the power to exchange information.

This Agreement sits under the over-arching County Information Sharing Protocol agreed in August 2008 which lays out broad principles for the sharing of information. This document will be signed at Section 15 by all statutory partners in the County who are involved with information sharing for the reduction of crime and disorder, anti-social behaviour and substance misuse.

### **3 LEGAL BASIS FOR INFORMATION EXCHANGE**

This Information Exchange Agreement has been developed to achieve the purposes/objectives as set out in Section 2. It is the intention that all aspects of information exchange and disclosure relating to this Agreement shall comply with relevant legislation that protects personal data. The following table identifies statutory gateways for information exchange which apply to the partner agencies for the purpose of this agreement.

Lawful Information Sharing	Organisation
<p><b><u>Crime &amp; Disorder Act 1998 115(1)</u></b></p> <p>Any person who, apart from this subsection, would not have power to disclose information-</p> <p>(a) to a relevant authority; or</p> <p>(b) to a person acting on behalf of such an authority, shall have power to do so in any case where the disclosure is necessary or expedient for the purposes of any provision of this Act.</p>	<p>Police Service                      Police Authority                      Health Authority                      Local Authority                      Probation Trust                      PCT                      Local Probation Board in England and Wales                      A person registered under section 1 of the Housing Act 1996 as a social landlord;</p>

<p><b><u>Common Law</u></b></p> <p>Is law developed by custom and general agreement which is not enshrined in statute but never the less gives the police a duty to investigate crimes.</p>	<p>Police Service</p>
<p><b><u>The Police Act 1996</u></b></p> <p>The Police Act (1996) gives a Constable certain powers. The police have a general common law power to disclose information for policing purposes, usually for one or more of the following purposes:</p> <ul style="list-style-type: none"><li>• prevention and detection of crime</li><li>• apprehension and prosecution of offenders</li><li>• protection of life and property and assisting the public</li></ul> <p>This allows the disclosure of identifiable information on a case-by-case basis for these purposes subject to appropriate safeguards.</p>	<p>Police service</p>

<p><b><u>Children Act 1989</u></b></p> <p>Sections 17 and 47 of the Children Act 1989 place a duty on local authorities to provide services for children in need and make enquiries about any child in their area who they have reason to believe may be at risk of significant harm. Sections 17 and 47 also enable the local authority to request help from other local authorities, and NHS bodies and places an obligation on these authorities to cooperate.</p> <p>Part 1 Schedule 2 Para. 1 Requires local authorities and professionals in other sectors to take reasonable steps to identify children in need. Para 4 to prevent children from suffering ill treatment or neglect.</p>	<p>Local Authority</p> <p>PCT</p>
<p><b><u>Children Act 2004</u></b></p> <p>Section 10 of the Act places a duty on each ‘Children’s Services Authority’ to make arrangements to promote co-operation between itself and relevant partner agencies to improve the well-being of children in their area in relation to:</p> <ul style="list-style-type: none"> <li>• Physical and mental health, and emotional well-being</li> <li>• Protection from harm and neglect</li> <li>• Education, training and recreation</li> <li>• Making a positive contribution to society</li> <li>• Social and economic well-being</li> </ul> <p>Section 11 of the Act places a duty on key people and bodies to make arrangements to ensure that their functions are discharged with regard to the need to safeguard and promote the welfare of children.</p>	<p>Local Authority</p> <p>Police Service</p> <p>PCT</p> <p>YOS</p> <p>Health Authority</p> <p>Providers under s114</p> <p>Learning and Skills Act</p> <p>Learning Skills Council</p>
<p><b><u>Education Act 2002</u></b></p> <p>The section 11 duty of the Children Act 2004 mirrors the duty placed by section 175 of the Education Act 2002 on LEAs and the governing bodies of both maintained schools and further education institutions to make arrangements to carry out their functions with a view to safeguarding and promoting the welfare of children and follow the guidance in Safeguarding Children in Education (DfES 2004).</p>	<p>Local Authority</p> <p>Schools</p> <p>Further Education Colleges</p>

<p><b><u>Mental Capacity Act 2005</u></b></p> <p>Legislation that complements the framework relating to persons who lack capacity, particularly where decision-making needs to be made on their behalf, both where mental capacity has been lost and where the incapacitating condition has been present since birth.</p>	<p>Local Authority</p> <p>PCT</p>
<p><b><u>Immigration and Asylum Act 1999</u></b></p> <p>Section 20 provides for a range of information sharing for the purposes of the Secretary of State:</p> <ul style="list-style-type: none"> <li>• to undertake the administration of immigration controls to detect or prevent criminal offences under the Immigration Act</li> <li>• to undertake the provision of support for asylum seekers and their dependents.</li> </ul>	<p>Immigration Service</p> <p>Police</p>
<p><b><u>Criminal Justice Act 2003</u></b></p> <p>Section 325 of this Act details the arrangements for assessing risk posed by different offenders. The “responsible authority “ in relation to any area, means the chief officer of police, the local probation board and the Minister of the Crown exercising functions in relation to prisons, acting jointly.</p> <p>The responsible authority must establish arrangements for the purpose of assessing and managing the risks posed in that area by relevant sexual and violent offenders; and other persons who by reason of offences committed by them are considered by the responsible authority to be persons who may cause serious harm to the public (this includes children).</p> <p>In establishing those arrangements, the responsible authority must act in co-operation. Co-operation may include the exchange of information.</p>	<p>Youth Offending Team</p> <p>Ministers of the Crown, (exercising functions in relation to social security, child support, war pensions, employment and training)</p> <p>Local education authority</p> <p>Local Housing Authority.</p> <p>Social Services</p> <p>Registered Social Landlords (who provide or manage residential accommodation).</p> <p>Health Authority or Strategic Health Authority</p> <p>Primary Care Trust, Local Health Board or NHS Trust.</p> <p>Every person who is designated by the Secretary of State as a provider of electronic monitoring services.</p>

<p><b><u>Local Authority Social Services Act 1970</u></b>  <b><u>As amended by the Health &amp; Social Care (Community Health &amp; Standards) Act 2003</u></b></p> <p>Relates to the requirements for a NHS Foundation Trust to disclose such information as the Secretary of State specifies to the regulator.</p>	<p>Local Authority  Primary Care Trust, Local Health Board or NHS Trust.</p>
<p><b><u>Housing Act 1996</u></b></p> <p>A local Housing Corporation may for any purpose connected with the discharge of any of its functions in relation to registered social landlords serve notice on a person requiring him/her to supply information as specified in the notice or to supply any document as specified within the notice.</p>	<p>Local Housing Authority</p>
<p><b><u>ASB Act 2003</u></b></p> <p>Anti-social Behaviour is a Home Office priority as it impinges on the quality of life for communities. Behaviours that fall into this category include vandalism, graffiti, youth nuisance, abandoned cars, noisy neighbours and litter, including drug and alcohol related paraphernalia.</p>	<p>Police Service  Police Authority  Health Authority  Local Authority  Probation Trust  PCT  Local Probation Board in England and Wales  A person registered under section 1 of the Housing Act 1996 as a social landlord;</p>
<p><b><u>Domestic Violence, Victim &amp; Witnesses Act 2004</u></b></p> <p>Act gives specific powers and guidance for those dealing with offenders in breach of restraining orders or non-molestation orders.</p>	<p>Local Authority  Police Service  Social services</p>
<p><b><u>Statutory guidance to support the Multi-Agency Public Protection Arrangements (MAPPA)</u></b></p> <p>Forms the basis of public protection, including protection to children, and which operate on a multi-agency partnership basis throughout England and Wales.</p>	<p>Police Service  Health Authority  Local Authority  Probation  PCT</p>

<p><b><u>The Protection from Harassment Act 1997</u></b></p> <p>Gives specific powers and guidance in respect of harassment and putting or seeking to put another in fear of violence. It also includes breaches of civil injunctions or restraining orders.</p>	<p>Local Authority Police Probation.</p>
<p><b><u>Local Government 2000</u></b></p> <p>The main power specific to local authorities is section 2 Local Government Act 2000 - the power of "well-being". This enables LA's to do "anything" to promote social, economic, or environmental well-being in their area provided the act is not specifically forbidden by other statute (including the Data Protection Act) and that in carrying out the act it gives regard to its own community strategy. Section 111 Local Government Act enables local authorities to do anything conducive or incidental to the discharge of any of its functions, providing it has specific statutory authority to carry out those main functions in the first place.</p>	<p>Local Authorities</p>

<p><b><u>National Health Service Act 1977</u></b></p> <p>To improve the physical and mental health of the population.</p>	<p>Agencies carrying out health service functions.</p>
<p><b><u>Education Act 2002</u></b></p> <p>The section 11 duty of the Children Act 2004 mirrors the duty placed by section 175 of the Education Act 2002 on LEAs and the governing bodies of both maintained schools and further education institutions to make arrangements to carry out their functions with a view to safeguarding and promoting the welfare of children and follow the guidance in Safeguarding Children in Education (DfES 2004).</p>	<p>Local Authorities Schools Further Education Colleges</p>
<p><b><u>Learning and Skills Act 2000</u></b></p> <p>Section 114 authorises the sharing of information with Connexions to encourage participation in education and training and imposes a duty of confidentiality.</p>	<p>Local Authority Police Probation PCT YOS LSC Social Services</p>
<p><b><u>Police and Justice Act 2006</u></b></p> <p>Provides a statutory duty to disclose non personal data to other Section 115 relevant authorities and goes on to specifically exclude any personal data from the duty to disclose. This was legislated for in SI 1831 of 2007 The Crime and Disorder Act (Prescribed Information ) Regulations 2007</p>	<p>Police</p>

**Guidance**

Additional guidance may be available in the following publications:

No Secrets (2000)

Working Together to Safeguard Children (DfES, 2006)

#### **4 CONSIDERATIONS BEFORE DISCLOSURE**

The following should be considered prior to disclosure.

##### Ongoing Investigation

If the personal data relates to an ongoing investigation or prosecution by any of the agencies then consultation must take place with the investigating officer and CPS as the matter will be sub judice. This will ensure that disclosure will not adversely prejudice the outcome of that matter.

##### Compliance with relevant legislation

Further information on legislation and common law duties which must be considered as part of the decision making process for the sharing of personal information is included at Appendix B – Legal Context in the overarching, county-wide Information Sharing Protocol and includes the Data Protection Act 1998, Human Rights Act (1998) and the Common Law Duty of Confidence

##### Public Interest

If informed consent has not been sought or sought and withheld the agency must consider if there is an overriding public interest of justification for the disclosure. This consideration must identify a condition for processing in accordance with Schedule 2 of the Data Protection Act 1998 and Schedule 3 if appropriate. The following questions should be considered to assist compliance with the Human Rights Act 1998.

Is the disclosure necessary for the prevention or detection of crime, prevention of disorder, to protect public safety, or to protect the rights and freedoms of others?

Is the disclosure necessary for the protection of young or other vulnerable people?

What risk to others is posed by this individual?

What is the vulnerability of those who may be at risk?

What will be the impact of the disclosure on the offender?

Is the disclosure proportionate to the intended aim?

Is there an equally effective but less intrusive alternative means of achieving that aim?

### Proportionality

A key factor in deciding whether or not to disclose information is proportionality i.e. is the proposed disclosure a proportionate response to the need to protect the potential victim? The amount of information disclosed and the number of people to whom it is disclosed should be no more than is necessary.

## **5 ACCESS RIGHTS**

All recorded information held by public sector agencies is subject to the provisions of the Freedom of Information Act 2000 and the Data Protection Act 1998. While there is no requirement to consult, the parties to this ISA will consult the party from whom the information originated and will consider their views to inform the decision making process.

## **6 EXCHANGE OF INFORMATION / DATA**

Wherever possible, data will be used that will not identify individuals. However, the exchange of personal data will sometime be required to achieve the purpose of this ISA. If this is not going to be within the CDRP meeting structure it is advised that a brief Information Sharing Statement is added to this ISA as at Appendix 5 to ensure that the information sharing process is documented.

Data which can be exchanged under this agreement can be divided into specific types:

### *Non Personal Data*

Non personal data constitutes data that has never referred to individuals. An example would be that relating to demographic data such as that devolved from census data or aggregate data used in crime mapping.

Note: Non personal data may be subject to the provisions of the Freedom of Information Act (2000).

### Depersonalised Data

Depersonalised data encompasses any information that does not and cannot be used to establish the identity of a living individual and has had all personal identifiers removed. If several sets of depersonalised data are merged it may be possible to identify individuals special care must be taken (particularly in terms of post codes in rural locations) before publication that this has not occurred.

If a data set contains fewer than 5 records the data may still be shared but published reports should state that the data is 'suppressed' in order to prevent the identification of individuals.

If depersonalised information can be used to achieve the purpose, then there will be no data protection implications and the information can be disclosed freely. Consideration should therefore be given to whether the purpose can be achieved using depersonalised information; or would failure to share personal information mean that the objectives of the arrangement could not be achieved?

### Personal Data

Personal data is information which relates to any living individual who can be identified from the data – additional guidance is given in the Information Sharing Protocol. Section 3 above (Legal basis for information exchange) lists the statutory gateways and responsibilities of agencies under which personal data may be exchanged or disclosed.

### Sensitive Data

This is also defined in the Information Sharing Protocol.

If sensitive data must be disclosed, consideration should be given to whether the subject's consent<sup>1</sup> can be gained. If it cannot, the grounds on which consent can be over-ridden must be considered i.e. in the interests of the individual or in the public interest.

### General Disclosure

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<sup>1</sup> Information Sharing Protocol s8

To enable the requesting organisation to make the most informed, considered and effective decisions regarding the appropriate course of action in any specific case, data will need to be exchanged at the earliest possible opportunity

Requests for personal information must be in writing and should contain the following data:

- The date
- The name of the individual about whom the data is requested and other identifying data available
- Specific details about what information is required
- The purpose for which the data is required
- The specific legal gateway which applies (see Section 3)
- Why the data is necessary for that purpose or what prejudice may be caused, e.g., proceedings may fail without the data
- Explanation about how successful action will prevent crime or anti social behaviour , e.g., projected effect of actions
- A clause stating that the data will only be used for that purpose
- The name and designation of the person requesting the data
- The secure e-mail address or fax number for responding to the request

The agency making the request should consider whether disclosure would be appropriate under the legal gateway identified without consent. If not consent should be sought and confirmed in the request. If there is an overriding public interest (para.4.3) to justify disclosure this should be included in the request.

Agencies should inform individuals that it may disclose personal data, outlining the duty or power under which it may be disclosed. (Fair obtaining notice).

The disclosure should be made in writing and retained along with the request for audit purposes in accordance with agency policy.

An agency in receipt of a request for personal data has the right to refuse to supply the personal data requested, but should record the reason for that decision.

### Multi-agency Problem Solving Meetings (e.g. JAGs)

Disclosure at multi-agency problem solving meetings must be for a specific purpose (Suggested terms of reference for JAGs are included at Appendix 6.) Disclosure of personal information should only be made to attendees at the meeting on a 'need to know basis' The disclosure and reason must be included in an appendix to the minutes and only circulated on a 'need to know basis' as a 'Restricted' document<sup>2</sup>. Personal details of an individual will not appear within the main body of the minutes for circulation/publication.

The Chair of such meetings has responsibility for the above and App 3 contains 'Guidance for Chairs of Multi-Agency Meetings' which should be noted.

## **7 DATA QUALITY**<sup>3</sup>

Agencies should take care when recording the name, date of birth and address to ensure that when data is merged from different agencies it relates to the same person.

## **8 USE OF INFORMATION**

This is addressed in the Information Sharing Protocol.<sup>4</sup>

## **9 SECURITY OF INFORMATION**

Information security is included in the Information Sharing Protocol<sup>5</sup>. If any information which you receive has a security marking of 'Restricted' or 'Confidential' Appendix 4 contains additional Security guidelines which will ensure that partners who receive such information handle and store such information appropriately. A definition of these categories can be found on the Leicestershire Constabulary web site [www.leics.police.uk](http://www.leics.police.uk).

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<sup>2</sup> See App

<sup>3</sup> Information Sharing Protocol s11

<sup>4</sup> Information Sharing Protocol s7

<sup>5</sup> Information Sharing Protocol s8 and App G

Each partner signing this Agreement and any individual signing the Confidentiality Agreement agrees to adhere to the specified standards of security.

If information exchanged under this Agreement is compromised this should be reported to the Chair of the Community Safety Partnership at the earliest opportunity. Details should also be forwarded to the Section of the organisation concerned which deals with information management and/or information security so that appropriate action may be taken. This may lead to disciplinary and/or criminal proceedings.

Any data sets will be securely stored (electronically and physically) by the appropriate Community Safety Officer on behalf of the Community Safety Partnership.

## **10 INDEMNITY and CONFIDENTIALITY AGREEMENT**

Signatories to the Information Sharing Protocol have already indemnified other signatories.

The parties to this Agreement understand that in keeping with government initiatives to invite a wider spectrum of society to assist the relevant authorities to implement the Crime and Disorder Act 1998, it is likely that there will be individuals present at certain meetings who are not employed by an organisation who are signatories to the Information Sharing Protocol and therefore are not in a position to sign this Agreement due to the liability of the indemnity. The first time any individual attends a meeting covered by this Agreement, they are required to sign a Confidentiality Agreement form (e.g. see Confidentiality Guidance at Appendix 2).

It is best practice for the Confidentiality Statement to be incorporated with the attendance list to ensure full compliance with legislation (App 3). The responsibility for ensuring that this takes place and for retaining the signed copies lies with the Chair of the meeting. Further guidance for the Chairs is included at App 4.

## **11 DATA SETS COVERED BY THIS AGREEMENT**

The 'Delivering Safer Communities' guidance and the Crime and Disorder (Formulation and implementation of Strategy) Regulations 2007 requires the statutory agencies of the Community Safety Partnerships to share information as contained in the list of depersonalised data sets on a quarterly basis. Additional data sets have also been included to maximise the ability of the Community Safety Partnership to deliver against its requirements (see Appendix 1)

## **12 REVIEW AND RETENTION OF INFORMATION**

The storage of non personal and depersonalised data will be reviewed annually and out of date information will be permanently deleted.

Personal data should be retained in accordance with the agencies statutory requirements as documented in their retention policy.

## **13 REVIEW OF THE INFORMATION SHARING AGREEMENT**

This Agreement will initially be reviewed after 12 months and then as necessary following the guidance in the Information Sharing Protocol.<sup>6</sup>

## **14 CLOSURE/TERMINATION OF THE AGREEMENT**

Any partner organisation can immediately suspend this Agreement in accordance with Appendix E of the Information Sharing Protocol. For this agreement, a suspension notice should be in writing to the Chair of the Community Safety Partnership and be evidenced. Termination will be in accordance with the Information Sharing Protocol Appendix E.

## **15 FREEDOM OF INFORMATION ACT (2000) IN RELATION TO THIS AGREEMENT**

Each partner organisation shall publish this Agreement on its website and refer to it within its publication scheme. If a partner organisation wishes to withhold all or part of this

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<sup>6</sup> Information Sharing Protocol App F

Agreement from publication it shall inform the other partner organisations as soon as is reasonably possible. Partner organisations shall endeavour to reach a collective decision as to whether this agreement is to be withheld from publication or not.

Should an application for information exchanged under this agreement be made under the FOIA 2000 this would have to be assessed on a case by case basis. Consultation should take place with the party who provided the information, however, nothing in this paragraph shall prevent individual partner organisations from exercising their obligations and responsibilities under FOIA 2000 as it sees fit.

**16 SIGNATORIES TO THIS AGREEMENT**

I, the undersigned, on behalf of my organisation, agree to the terms of the Community Safety Partnership Information Sharing Agreement.

Name .....

Position .....

Organisation .....

Signature .....

Date .....

Please retain the original and send a copy to the

Information Manager,  
Information Management Section,  
Leicestershire Constabulary,  
Force HQ,  
St Johns,  
Enderby,  
Leicester LE19 2BX

A list of current signatories can be viewed on the Leicestershire Constabulary website  
[www.leics.police.uk](http://www.leics.police.uk)

**DEPERSONALISED DATA SETS**

• **Police Force Data Sets**

- Records on anti social behaviour, transport and public safety, welfare incidents recorded using the National Incident Category List. Whatever information is recorded about the time, date, location and category of each incident must be disclosed
- Crime records recorded according to the Notifiable Offences List. Whatever information is recorded about the time, date, location and sub-category of each crime must be disclosed.

• **Fire and Rescue Authority Data Sets**

- Records on deliberate fires, whether it was a deliberate primary fire, a deliberate secondary fire or a deliberate fire in a vehicle. In addition, records on incidents of violence against employees and records of fires attended in dwellings without a smoke alarm. For all these records, whatever information is recorded about the time, date and location of the fire must be shared
- Records on malicious false alarms. Whatever information is recorded about the time and date of each call and purported location of those alarms must be shared
- Number of casualties, deaths, injuries etc that occurred following fires in all domestic dwellings. (This is an additional data set request for the purposes of the Community Safety Partnership)

• **Local Authority**

- Records on road traffic collisions. Whatever information is recorded about the date, time, location and number of adults and children killed or seriously injured and slightly injured in each road traffic accident must also be recorded
- Records on fixed term and permanent exclusions. Whatever information is held about the age and gender of the pupil, the name and address of the school from which they were excluded and the reasons for their exclusion must be shared
- Records of racial incidents. Whatever information is held about the time, date and location of each incident must be shared
- Records of anti social behaviour incidents identified by the authority or reported by the public. Whatever information is held about the category, time, date and location of each incident must be shared.
- **Primary Care Trust**
  - Records on various categories of hospital admissions. The relevant admissions are those relating to the following blocks within the International Classification of Diseases
  - Assaults
  - Records of admissions to hospital in respect of domestic violence/abuse. (Whatever information is held about the date of the admission and the outward part of the postcode of the patient's address must be shared)

- Mental and behavioural disorders due to psychoactive substance use Toxic effect of alcohol
- Other entries where there is evidence of alcohol involvement determined by blood alcohol level or evidence of alcohol involvement determined by level of intoxication. For each record whatever information is held about the date of admission, the sub-category of the admission and the outward part of the postcode of the patient's address must be shared
- Records of ambulance call outs to crime and disorder incidents. Whatever information is held about the category, time, date and location of each ambulance call out must be shared. (Please note that this information will not be available until financial year 2009/10)

## 5 **Leicestershire Probation Service**

- Records of numbers of offenders who live in ~ insert local authority area ~ with details of aggregate offender needs (to include drug and alcohol misuse, accommodation, employment and mental health) and demographic data.

- **Leicestershire Youth Offending Service**

Records of young offenders who live in ~ insert local authority area ~. The information supplied to include age, gender and ethnicity of the:

- The number and type of offences committed by young people
- The number of young people referred to YISP
- Number of young people allocated to and on the waiting list for YISP
- Number of young people supported by YISP/YOS
- Number of Young Prolific Priority Offenders resident in the district/borough

**Leicester Youth Offending Service**

Records of number of young people known to the Leicester YOS who live in Leicester City area including age, gender, ethnicity and types of offences committed by young people.

Add partnership logo here

**Community Safety Partnership  
INFORMATION SHARING & EXCHANGE**

**Meeting Date:-**

We, the undersigned, accept and understand the principles of the (insert name of District/Borough/County Council) Information Sharing Protocol 2008.

We understand that the information that is shared and exchanged within the confines of this meeting is for the specific purpose of dealing with crime and disorder issues.

**CONFIDENTIALITY GUIDANCE**

To enable the exchange of information between attendees at this meeting to be carried out in accordance with the Data Protection Act 1998, the Human Rights Act 1998, the Freedom of Information Act 2000 and the Common Law Duty of Confidentiality, all attendees are asked to agree to the following. This agreement will be recorded in the minutes.

- Information may be exchanged within this meeting for the purpose of identifying any action that can be taken by any of the agencies or departments attending this meeting to resolve the problem under discussion.
- A disclosure of information outside the meeting, beyond that agreed at the meeting, will be considered a breach of the subjects' confidentiality and a breach of the confidentiality of the agencies involved.

- All documents exchanged should be marked 'restricted – not to be disclosed without consent'. All minutes, documents and notes of disclosed information should be kept in a secure location to prevent unauthorised access.
- If further action is identified, the agency/ies that are involved with that action should retain possession of whatever information is required to assist them to proceed with the action(s) and should then make formal requests to or meet with any other agencies holding such personal information as may be required to progress the action quoting their legal basis for requesting such information outside of the meeting. No other party should use information exchanged during the course of this meeting.
- If the consent to disclose is felt to be urgent, permission should be sought from the Chair of the meeting and a decision will be made on the lawfulness of the disclosure. Such as the prevention or detection of crime, apprehension or prosecution of offenders, or where it is required to prevent injury or damage to the health of any person.

**ATTENDANCE LIST**

<b>SIGNATURE</b>	<b>PRINT NAME</b>	<b>ORGANISATION</b>

### Guidance for Chairs of Multi Agency Meetings

As the Chair of meetings at which personal/restricted information may be discussed you should ensure that the following takes place: -

That all people present are aware that any information shared at the meeting is to be held in confidence and only shared on a need to know basis. This could be done by reading out the confidentiality guidance or including the confidentiality guidance or reference to it as part of the attendance list.

You should consider who is present at the meeting and whether all those present will need to know about information which identifies individuals. If they do not, you should structure the meeting so that personal/restricted information is only shared after those who do not need to know have left the meeting.

Individuals who are present when personal/restricted information is being shared should be reminded that notes recording personal information should only be made when it is necessary for themselves or their organisation to carry out their statutory roles. Their notes should include the origin of the information so that the originating organisation can be consulted regarding any subsequent disclosure.

Any notes containing such information should be treated as **'Restricted'** and kept secure from unauthorised loss or disclosure, e.g. not lost on way back from meeting. If necessary to do so only emailed via 'gsi.' Or 'pnn.', shredded securely etc.

That all documentation left by meeting attendees including notes/agenda/minutes of previous meetings and any other paperwork is removed from the room after the meeting and handled/destroyed in a manner appropriate to its content. Please bear in mind that leaving such information in a confidential waste bag leaves it available to anyone subsequently using the meeting room.

The minutes of the meeting which are circulated to all parties should not include personal /restricted identifiable information – particularly if these are to be published under your Freedom of Information Act publication scheme. You should also ensure that if the information in the minutes falls within the definition of 'restricted' below they should also be handled in a secure manner

The relevant definition of 'Restricted' information:

If disclosure of the information would:

- cause substantial distress to individuals
- make it more difficult to maintain the security of the UK or allied forces
- prejudice the investigation or facilitate the commission of crime
- breach the confidence of material provided by third parties

- breach statutory restrictions on disclosure of material (does not include the Data Protection Act 1998, where non-sensitive information is involved)
- undermine the proper management of the public sector and its operations

**Government Protective Marking Scheme    APPENDIX 4  
Handling Rules Regarding Protectively Marked Material**

Any information which relates to identifiable individuals or which may disclose current investigations or investigative techniques should be classified as "Restricted" and handled as instructed below.

If the information about an individual is such that disclosure of the information would be likely to cause a risk to the safety of the individual or if the investigation is covert this should be classified as "Confidential" and handled as instructed below.

YOUR ACTION	RESTRICTED	CONFIDENTIAL
Storage of papers	Protected by one barrier, e.g. a locked container within a secure building/room	Protected by two barriers e.g. a locked container in a locked room, within a secure building
Disposal of papers	Use secure waste sacks.  <b>Keep secure when left unattended</b>	Downgrade by tearing into small pieces and place in secure waste sacks, or use a cross cut shredder.  <b>Keep secure when left unattended</b>
Disposal of magnetic media	Securely destroy  Floppy disk – dismantle and cut disk into quarters (at least), dispose with normal waste.  <u>CD ROMs</u> – destroy completely – disintegrate, pulverise, melt or shred	Securely destroy  Floppy disk – dismantle and cut disk into quarters (at least), dispose with normal waste.  <u>CD ROMs</u> – destroy completely – disintegrate, pulverise, melt or shred
Movement within organisation via internal dispatch	In a sealed envelope with protective marking shown.  A transit envelope <b>may</b> be used if sealed with a security label.	In a new sealed envelope with protective marking shown  Transit envelopes <b>must not</b> be used.

YOUR ACTION	RESTRICTED	CONFIDENTIAL
Movement between partner agencies	<p>By post or courier in a sealed envelope.</p> <p><b><u>Do not show</u></b> protective marking on the envelope.</p>	<p>By post or courier Double enveloped and both fully addressed.</p> <p>Protective marking shown on inner envelope only.</p> <p>Return address on <b><u>outer</u></b> envelope.</p>
Organisation Data Network	<p>May be used if network has been accredited to 'Restricted'.</p> <p>Your IT dept should be able to advise</p>	<p>May be used in conjunction with CESG Enhanced Grade Encryption.</p>
Email between partners	<p>Only to emails using PNN, GSI, CJSM or MOD secure addressing conventions.</p> <p>Remember emails to any other address are no more secure than writing the information on a postcard.</p>	<p>Not to be used.</p>
Internal and public telephone network	<p>May be used.</p>	<p>Only if operationally urgent.</p> <p>Use guarded speech and keep conversation brief.</p>
Mobile telephone (voice and text)	<p>Digital cell phones may be used.</p> <p>Only use analogue cell phones if operationally urgent, use guarded speech and keep conversation brief.</p>	<p>Digital cell phones may be used but only if operationally urgent</p> <p>Use guarded speech and keep conversation brief.</p>
WAP telephones	<p>Not to be used.</p>	<p>Not to be used.</p>

YOUR ACTION	RESTRICTED	CONFIDENTIAL
Radio not 'Airwave'	<p>Radio networks are continually monitored.</p> <p>Care should be taken when disclosing information of a sensitive or personal nature and if not operationally urgent another means of communication must be sought.</p>	<p>Only if operationally urgent.</p> <p>Use guarded speech and keep conversation brief. *</p>
Pager systems	Not to be used.	Not to be used.
Fax	<p>Check recipient is on hand to receive.</p> <p>Send cover sheet first and wait for confirmation before sending.</p>	Use secure fax machine only.

- If organisations do not find it possible to apply the appropriate security this should be discussed with the originator.

**APPENDIX 5**

**Information Sharing Statement under the County-wide Crime and Disorder Reduction  
Partnership Information Sharing Agreement**

**State the specific purpose of this information sharing**

E.g. to reduce indecency crimes in Local Authority Leisure centres/swimming baths

**Which post holders will be responsible for this on a day to day basis? State Post and Organisation**

**What information will be shared?**

Bearing in mind this should be the minimum amount necessary to achieve the purpose

**How will the information be shared?**

**How long will it be retained by the parties?**

**State the security classification of the information**

**State any specific security requirements including the agreed storage and disposal process.**

**If there are any changes to this information sharing process i.e. a change of post holders, this agreement should be reviewed and updated**

**Signature, name, post and organisation (of each party)**

**Please ensure a copy of this completed agreement is sent to the Information Management/Data Protection Sections of each organisation concerned and consult these sections if you have any queries.**

## Terms of Reference

### **Purpose of the Joint Action Group**

The Joint Action Group (JAG) is a multi agency problem-solving forum consisting of relevant agencies, groups and community members brought together to speedily address community safety issues, which are caused by a small minority of problem individuals and/or families, together with other community concerns. The JAG should discuss and agree actions which will minimise the adverse impact of problem individuals and families upon the wider community, JAGs are a key part of effective partnership working.

### **Role of the Joint Action Group**

The JAG will meet on a regular basis assigning tasks and actions to individuals and organisations to action quickly. The areas addressed by each JAG will be a reflection of the CDRP Strategy, the fortnightly Basic Command Unit (BCU) Level One Tactical Assessment, the fortnightly Inter-agency Community Safety Bureau (ICSB) Neighbourhood Management Tactical Assessment, along with the neighbourhood problem solving plans, broader community safety issues and the fear of crime.

The group should address community safety issues based on the priorities already set out in the CDRP Audit that are caused by problem individuals and families that are disruptive to the community as well as locations and issues that have become a cause for concern. These should be based on a community representative basis & where possible any persons directly affected by any of the issues should be present at the open meeting & invited to contribute.

### **Membership**

For focused discussion and relevant action to be achieved, all appropriate agencies should be represented by staff who **(a)** know the details of the case and **(b)** are able to make informed decisions at the JAG.

The JAG must be made aware of the extent and limits of each agency's, or each department's, and individuals responsibilities. The partnership process is not aided by unreasonable demands being put on one agency or person which are in fact beyond its capacity to deliver.

On the other hand, it is essential for all agencies and individuals and their representatives to be aware of their responsibilities (under Section 17 of the C&D Act for local authorities and police) and to secure the commitment of senior management from the start. In addition, section 37(2) places a similar obligation on all the bodies carrying out functions in relation to the youth justice system.

The attendance of the voluntary and non-statutory sector is often desirable, but the status of these members needs to be very carefully considered in relation to information sharing. With this in mind, the JAG is required to adopt the open/closed session model and guidance on attendance at each session is provided below:

The 'Open' session will involve the wider membership of the JAG and will be an opportunity to brief everyone present on current activity, progress on broader matters of concern and a forum for individuals to flag emerging concerns in their community.

The 'Closed' session will be restricted to the identified individuals listed in the table below (as necessary) and will be where the restricted ICSB Neighbourhood Management Tactical Assessment is discussed and specific cases and named individuals are raised.

Representation	Authority to attend
LPU Commander (Chair)	Open & Closed
LPU Citizen Focused Sergeant	Open & Closed
LPU Clerk (Minute Taker)	Open & Closed
LPU Community Initiatives Co-ordinator	Open & Closed
BCU Youth Involvement Officer	Open & Closed
BCU Partnership Manager	Open & Closed
CDRP Community Safety Officers	Open & Closed
Local Authority Housing Dept	Open & Closed
Local Authority Street Scene (Cleansing) Dept	Open & Closed
Local Authority Licensing & Enforcement Dept	Open & Closed
Local Authority Parks & Green Spaces Dept	Open & Closed
Leicestershire & Rutland Fire Service	Open & Closed
Primary Care Trust	Open & Closed
Youth Offending Service	Open & Closed
Detached Youth Workers (LCC employed)	Open & Closed
Social Services	Open & Closed
Magistrates Court	Open
Registered Social Landlord agencies	Open
Tenants & Residents Representative	Open
Education (local school Head Teachers)	Open
Neighbourhood Watch Representatives	Open
Parish Councillors	Open
Other invited individuals/agencies as appropriate (i.e. Connexions, external youth work providers, reps from KINs, churches, major supermarket managers etc)	Open

It will be the responsibility of the JAG Chair to manage the open and closed sessions and ensure that those individuals not entitled to attend the closed session understand the reason for this in line with the Data Protection Act and the Information Sharing Agreement.

### Frequency

JAGs should meet at least 4-weekly<sup>1</sup> and the meetings should be planned into diaries for a full year to ensure greater participation. Each JAG should carry out a review of its Chairing, open and closed session membership and frequency etc every 12 months.

### Secretariat

The chairing of the JAG is most appropriately rotated between the representatives of Police and the statutory agencies and should be at the appropriate level with the necessary authority, for example, LPU Inspector level. Chairs should undertake to induct any new

members into the process. LPU Commanders are expected to chair the JAG for the first year.

<sup>1</sup> Minimum frequency recommended is 4-weekly but it is noted that some JAGs already meet fortnightly.

The JAG Chair will have an agreement around the necessary administrative support i.e. agenda setting, minute taking and following up actions.

Minutes and Problem Profiles from the JAG meetings should be kept and the resulting actions recorded. A copy of these should be sent to the BCU Partnership Manager who will ensure information and group needs are fed into the CDRP.

### **Advantages of a Joint Action Group**

The advantage of a JAG is the way in which innovative solutions can be found through the knowledge and trust generated by regular multi-agency work.

With the main focus of JAG business tending to be ASB, the ICSB Neighbourhood Management Tactical Assessment offers the JAG a comprehensive analysis of hotspots and emerging issues identified from the scrutiny and assessment of calls made by the general public to the police, local authority, fire service and direct to registered social landlords. This document should also be supported by Problem Solving Plans, Neighbourhood Profiles and the BCU Plan as appropriate.

Each partner agency brings different skills and knowledge to the group enabling a more cohesive plan of action, which is in the interest of both the individual and the community.

The JAG is an effective way of understanding the practices and tensions of other agencies and significantly improving working relationships.

The membership of a JAG can apply pressure on appropriate agencies to take action as required and hold each other accountable.

The JAG should be based on outcome and action. They are **not** talking shops.

The JAG is a way of engaging with communities and local residents, encouraging involvement and solutions at a local level.

The JAG will encourage and create consistency across the LPU area, ensuring that good practice and lessons learnt are shared by all.