

INFORMATION SHARING AGREEMENT



INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Hampshire Constabulary

AND

Portsmouth City Council – Troubled Families Programme Information, Data and Performance Team

Version 0.2

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1. INTRODUCTION

- i. The Troubled Families (TF) Programme is an established national programme administered by the Ministry of Housing, Communities and Local Government (MHCLG). The aim of the TF Programme is to ensure better ways of working around complex families with multiple high-cost problems – improving outcomes for individuals in those families and reducing their dependency on services.
- ii. Portsmouth City Council's TF Programme is working in a whole family approach to support families in addressing their needs including problems arising from: domestic abuse, physical and mental health problems, crime, financial exclusion and debt, parenting and education.
- iii. Under the Portsmouth TF Programme, services working with children and their families) are required to offer intervention and involvement at a suitable time in line with the 'Early Help' agenda and to work together to offer whole family support; engage with families to improve their outcomes and support families to make the necessary changes needed in preventing the escalation to statutory intervention.
- iv. Information sharing is essential to the success of the Troubled Families programme both nationally and locally from providing the information and intelligence local programmes need to identify families, to identifying their needs, understanding their progress, and working with families to help them improve their outcomes.
- v. The Council has a lead role in tracking the progress of each family and is required by MHCLG to gather data and information about a family's situation and circumstances in the form of case information and statistical metrics, including police and crime data. This data provides insight into the journey families take before, during and after TF programme intervention, and their interactions with different public services, including police services.
- vi. The data is used to evidence progress made by families for the purposes of making Significant and Sustained Progress payment by results claims. Criminal data does this by allowing the Council to compare activity before and after an intervention in a benchmarking exercise. The data is also used to provide data analysis for the national MHCLG evaluation as per the statutory requirements of the programme.
- vii. The Council relies on agencies interacting with children and families, including the police, to provide information that will evidence the impact of the TF programme on families, for example information about individuals' offending and re-offending and antisocial behaviour.
- viii. The purpose of this agreement is to facilitate the exchange of Hampshire Constabulary (HC) Police Data for the Portsmouth TF programme.
- ix. This agreement should also be used to further clarify any current arrangements.
- x. The disclosures stemming from this Agreement will comply with The General Data Protection Regulations (GDPR) (2016/679), the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement.

2. PURPOSE

- i. This agreement sets out the framework for the sharing of personal data between the parties as respective data controllers. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- ii. This agreement is in place to inform the reasons and methods of sharing, sharing for other purposes and other information is not covered by this agreement.
- iii. The end purpose of this agreement is to facilitate the exchange of Police Data for measuring and reporting on the impact of the Portsmouth TF Programme.
- iv. The data to be exchanged in this agreement will be shared for Portsmouth TF Programme purposes only. Please see **Section 4.2** for a detailed list of this information.
- v. This information will be requested periodically - usually in line with the quarterly programme data collection timetable but may be requested more frequently and will be provided in return by Hampshire Constabulary Troubled Families contacts: although the individuals may change depending on operational requirements.
- vi. Data provided by the Police cannot be shared with third parties without written permission of Hampshire Constabulary. Police information that may prejudice an ongoing investigation will not be shared with the Council for the purpose of this agreement and unless there is an overriding safety requirement.

3. STATUTORY POWERS TO PROCESS PERSONAL DATA

- i. The principle legislative instruments that provide powers to lawfully share information under this agreement are:
- ii. **The EU General Data Protection Regulation 2016/679 (GDPR) and the Data Protection Act 2018 (DPA):** the parties process personal information in accordance with the GDPR and the DPA (data protection legislation), which exists to ensure the fair and lawful use of personal data and to protect the rights of the data subject. The DPA provides exemptions to some of its provisions, for example, where complying with them will prejudice the protection/detection of crime and the apprehension and prosecution of offenders. The GDPR requires that personal data shall be:
 - processed lawfully, fairly and in a transparent manner
 - collected for specified, explicit and legitimate purposes
 - adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
 - accurate and kept up to date
 - kept in a form which permits identification of data subjects for no longer than is necessary
 - processed in a manner that ensures appropriate security
- iii. **The Human Rights Act 1998:** HC as a public authority is duty bound to act in compliance with the Act. Article 8 states that everyone has a right to respect for his private and family life, home and correspondence by a public authority. Interference of this right by HC is not in contravention of the Act if it is in accordance with the law and is necessary, justified and proportionate in a democratic society in the interests of:
 - Public Safety;
 - National Security;
 - Prevention of crime and disorder;

- Protecting the rights and freedoms of others.
- iv. Each party shall ensure that it processes the Shared Data fairly and lawfully and ensure that it processes the Shared Data on the basis of the following lawful basis:
- v. **Sharing personal data under the General Data Protection Regulations (under Part 2 of the Data Protection Act 2018):**

Where the sharing of personal data is between the police and other Non-Competent Authorities; or the sharing is for a non-Law Enforcement Purpose, the following lawful bases apply for the processing of personal data:

General Data Protection Regulation Article 6 (1) (e): Public task: the processing is necessary to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

Localism Act 2011 (s)1

Legislation that covers the function of the Troubled Families Programme and the information sharing requirements thereof, is provided by the general power of competence given to local authorities in section 1 of the Localism Act 2011. For example in the Localism Act 2011 local authorities have been given a general power of competence (provided for in s1 of the Act).

In order to lawfully process **special category data**, including ethnic origin, political or religious beliefs, trade union membership, genetics, biometrics, health, sex life or sexual orientation, and for non-Competent Authorities to process criminal data, it is essential to satisfy an additional lawful basis under Article 9 of the GDPR. This is considered to be Article 9 (2) (g) (18) which states as follows:

(g) processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law

- vi. The council collect the personal data under the public task basis (to fulfil their functions, in this case deliver services to troubled families) and share this data with MHCLG under the public task basis (to fulfil MHCLG's functions as a Government Department, in this case to improve services for troubled families). The council share data with the police for the purpose of matching council data in respect of Troubled Families with relevant police data.
- vii. GDPR 2018 Article 6(1)(a) Consent
The council will obtain explicit consent from data subjects to obtain criminal offence data from the police as this is in keeping with the council's ethos of working with families and offering individuals choice and control. Where consent is refused, the council will not request data from the police. Where consent is subsequently withdrawn, the council will not make any further requests for data from the police. The council will, however, retain existing data provided by the police and used for Troubled Families evaluation and reporting under the public task basis as this data is required for auditing purposes
- viii. Article 10 of the GDPR requires EU member states to have their own laws for processing criminal offence data. This is provided by the Data Protection Act 2018.
- ix. There are other pieces of legislation that place powers or duties to share information on public authorities – this list is not meant to be exhaustive. All information sharing must be conducted in accordance with one or more of the legal powers / duties.

4. PROCESS

- i. 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.
- ii. Portsmouth City Council's Troubled Families Team (TFT) will make a request in writing to the specific point of contact within Hampshire Constabulary. Requests are made by secure email using GCSX (Government Connect Secure Extranet) and PNN (Police National Network) or equivalent secure communication. This request will provide supporting information for the identification and verification of individuals where the appropriate consent is collected, or a legal gateway allows.
- iii. The Police Data will be returned, providing it does not affect any on-going investigations, by Hampshire Constabulary providing Record Management System (RMS) identification numbers (IDs) for individuals.
- iv. TFT will record the Police Data within Portsmouth's Troubled Families database which is security enabled meaning access is only with the permission of the Troubled Families Information Analyst.
- v. Subsequent requests containing RMS IDs and tailored date ranges specific to families in question will be sent to Hampshire Constabulary for them to provide detailed criminal activity data for both crime and Anti-Social Behaviour (ASB) and domestic violence.
- vi. Detailed criminal activity data will be held and analysed within Portsmouth's Troubled Families database and within secure areas of local storage with access limited to authorised Troubled Families team members only.

4.1 THE AGREEMENT

- i. This ISA applies to any personal or confidential information, irrespective of the medium in which it is held e.g. paper based, electronic, images or disc. Legal advice on this agreement should be sought in any case of doubt. It should be applied while following established and agreed processes within the signatory organisations.
- ii. By signing up to this agreement, signatories are committed to a positive approach to information sharing, and agree to meet the outlined commitments and processes.
- iii. Portsmouth City Council's Troubled Families Team will receive raw data from Hampshire Constabulary which will then be anonymised for MHCLG for the purposes of auditing and national statistical evaluation. Identifiable data will be submitted to the Office of National Statistics who has been commissioned by Central Government to carry out anonymization and analysis.
- iv. Information provided to the Council by the Police can only be used for the purposes specified in this Agreement and cannot be shared with any additional third party without prior authorisation from the Police as Data Controller of the Police Data, prior to and up to the point of sharing with the council.
- v. Appropriate staff training and awareness sessions are provided in relation to this agreement, and the parties agree to abide by the Golden Rules for information sharing (see **Appendix A**)

- vi. Any restrictions on the sharing of the information contained in the disclosure, in addition to those contained within this agreement, should be clearly noted. Information exchanges and refusals are recorded in such a way as to provide an auditable record.
- vii. Each partner must appoint a Single Point of Contact (SPoC). The sharing of information must only take place where it is proportionate, necessary and legally justified.
- viii. Requests and replies may be communicated via e-mail should the recipient subscribe to an encrypted email server (pnn, gsi, cjsm, nhs.net and gcsx).
- ix. This agreement does not give the City Council an automatic right to receive information from the Police. It is a process for information sharing in cases where it is suitable to do so.
- x. The Police may request a copy of the City Council's information security policy when sensitive personal data is to be shared.
- xi. This agreement may be published on the Hampshire Constabulary and the Council's external websites for the purposes of openness regarding information sharing by the Police.

4.2 HOW / WHAT INFORMATION WILL BE SHARED

- i. The Police will share the following police data with the council's TF Team:
 - Record Management System ID
 - Full name
 - Date of birth
 - Her Majesty's Inspectorate of Constabulary crime tree
 - Date of incident
 - Incident number
 - Suspect and offender flags
- ii. Police data will be combined with council data and will be used for measuring the impact of the TF Programme within Portsmouth City Council. It will also contribute towards the council's reporting on the TF Programme to MHCLG . No other staff members shall access the personal or special category data provided by the Police without prior approval from the Police as the Data Controller of the original Police Data.
- iii. The combined Police and Council data may be retained by the council for the life of the Troubled Families Programme Phase 2 which has an operational end date of 31-Mar-2010 and a further 'wash up' and evaluation/analysis phase, expected to last no longer than 31-Mar-2020. This is due to the national requirements for onward monitoring of impact known as the Family Progress Data Return. Furthermore, the Council is subject to at least two 'spot checks' in the form of an MHCLG audit during the programme in which evidence of validity of claim is provided to Auditors including statistical data to support Significant and Sustained Progress payment by results claims.
- iv. The council are the data controller for the combined police and council Troubled Families data.

4.3 CONSTRAINTS ON THE USE OF INFORMATION

- i. Data will only be used for the specific purpose for which it is shared under this Agreement.
- ii. All personal information that is disclosed by the police under this agreement remains the property of the police as the original data owner of the police data, up to the point of sharing.
- iii. Information will not be shared where disclosure would prejudice ongoing criminal proceedings unless there is an overriding safety requirement to do so.
- iv. This Agreement does not constitute an overarching permission for the broad, comprehensive or unchallenged sharing of Personal Data. It provides a framework for the sharing of Information which aligns with the objectives set out below.

4.4 RESTRICTIONS ON INFORMATION SUPPLIED

- i. Shared Police Data will only be used by the Council for the specific purpose for which it was obtained and the Council will not release information to any additional third party other than named in the Agreement without obtaining the express written authority of Hampshire Constabulary, including requests from the public, disclosure within judicial proceedings and safeguarding forums.
- ii. The Council as the recipient of the Shared Police Data is required to store records securely utilising current processes and should retain only as long as necessary. All personal data should be securely destroyed upon completion of the Troubled Families Programme as referenced in 4.2.iii; where data is needed for ongoing TF Programme intelligence purposes it must be anonymised. Files containing information from partner sources will be reviewed and deleted in line with the relevant Force and Council policy.

4.5 REVIEW OF THE INFORMATION SHARING AGREEMENT

- i. This ISA will be reviewed, as a minimum, 12 months after its implementation and every one (1) year thereafter. The ISA should always be reviewed if listed signatory organisations change. Any changes will be signed by the parties and verified by the Hampshire Constabulary and Thames Valley Police Joint Information Management Unit.

5. BREACHES

- i. Any breaches of security, confidentiality or other violations of shared data must be reported to the owning agency as soon as possible and in any case within 24 hours.
- ii. Any breach of information by a signatory partner is their responsibility. Each agency is accountable for any misuse of information supplied and the consequences of such misuse. Any disclosure of information by an employee made in bad faith, or for motives of personal gain, will be the subject of an internal inquiry and be treated as a serious matter.
- iii. The parties shall provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach. In the event of a dispute or claim brought by a data subject or the Information Commissioners Office (ICO) concerning the processing of Shared Personal Data against

either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

6. SIGNATURES

- i. All agencies that are part of the information sharing process will be, upon signing this agreement, bound to comply with its terms.
- ii. Breaches of this agreement will lead to a review and possible termination of this agreement (including the destruction of all previously shared information).
- iii. The Police Information Management and Information Security Teams will be granted reasonable access to undertake an audit to ensure compliance with this agreement. The signatory can exercise its right under this agreement to audit compliance in relation to its own information shared with the Police.
- iv. Any signatory to this agreement may withdraw on giving written notice to the other signatories. The withdrawing signatory will be bound to comply with those relevant terms of this agreement, which remain effective following withdrawal.
- v. Where the Chief Executive or Director leaves the organisation, it is not a requirement to re-sign the ISA. If a signatory changes, contact details of the new SPoC must be circulated in writing to all parties.

APPENDIX A: GOLDEN RULES FOR INFORMATION SHARING

- Confirm the identity of the person you are sharing with
- Obtain consent to share if safe, appropriate and feasible to do so
- Confirm the reason the information is required
- Be fully satisfied that it is necessary to share
- Check with a manager/specialist or seek legal advice if you are unsure
- Do not share more information than is necessary
- Inform the recipient if any of the information is potentially inaccurate or unreliable
- Ensure that the information is shared safely and securely
- Be clear with the recipient how the information will be used
- Record what information is shared, when, with whom, and why; and if you decide not share record your reason.