



DOMESTIC ABUSE NOTIFICATION SCHEME INFORMATION SHARING AGREEMENT

Agreement Date	JUNE 2019
Partners	Bedford Borough Council- Children’s Services
	Bedford Borough – Schools
	Post 16 Education Providers – 16-19 yrs FE
	Bedfordshire Police

Summary Sheet

Aims	<p>By creating a system for the formal exchange of information and intelligence between Bedfordshire Police, Bedford Borough Children’s Services and Bedford Borough Schools and Post 16 Education Providers we will:</p> <ul style="list-style-type: none"> • Raise awareness of the circumstances under which a child may be attending school and how subsequently they may present in terms of their behavioural and emotional responses throughout the school day. • Provide a source of support through the educational setting for families impacted by domestic abuse. • Make referrals where required for safeguarding purposes to the Multi Agency Safeguarding Hub, or where parental consent is given and where it is appropriate to do so, complete an Early Help Assessment for additional support.
Partners	<p>Bedford Borough – Children’s Services Bedford Borough Schools and Post 16 Education Providers Bedfordshire Police</p>

Date current agreement came into force	June 2019
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Date of agreement review	Annually
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Agreement Owner	Bedford Borough – Children’s Services
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1. Introduction

Bedford Borough recognises that a high standard of information management is essential to the operational efficiency of Bedford Borough Children’s Services. It is therefore committed to managing its and other agencies information lawfully shared with them, by having in place organisational structures which will ensure compliance with legislation, including the Management of Police Information (MoPI) Code of Practice and Guidance.

2. Purpose

The purpose of this agreement is to enable Bedfordshire Police, Bedford Borough and Bedford Borough Schools/Post 16 Providers to share relevant information, designed to enable schools/post 16 providers to have effective and timely information regarding those students in their settings who are impacted by Domestic Abuse. This is in order for them to make informed decisions in relation to future actions and reduce the negative impact of domestic abuse on a young person’s education and wellbeing.

It will incorporate measures aimed at:

- Facilitating a co-ordinated approach that targets potential support needs.
- Facilitating the collection and exchange of relevant information

This ISA is in line with:

- The General Protocol for Sharing Information between Partner Organisations in Bedfordshire and Luton. [Tier 1 - Bedfordshire Information Sharing Protocol 2016](#)
- The Joint Bedford Borough, Central Bedfordshire, Luton Safeguarding Children Board’s, Bedfordshire Domestic Abuse Partnership, Bedfordshire Sexual Violence Strategy Group & Luton Community Safety Partnership Information Sharing Protocol
http://bedfordscb.proceduresonline.com/pdfs/info_sharing_pr.pdf

Lawful bases for processing of data

Data Protection Act 2018 (DPA)/General Data Protection Regulation (GDPR)	<p>Under Article 6 of the GDPR – <u>Processing Personal Data</u></p> <ul style="list-style-type: none"> • (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller. <p>Under Article 9 of the GDPR – <u>Processing Special Categories of Personal Data</u></p>
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	<ul style="list-style-type: none"> • (g) processing is necessary for reasons of substantial public interest. <p>Under Schedule 1 of the DPA – special categories of personal data and criminal convictions etc data</p> <ul style="list-style-type: none"> • Part 2, Section 18 – safeguarding of children and of individuals at risk
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The information being shared is relevant to the purposes of this agreement and is not excessive; information being shared is accurate and up to date; information is kept for no longer than necessary; information shared is kept secure.

3. Partners

This agreement is between the following partners:

**Bedford Borough Council Children’s Services, Borough Hall,
Cauldwell Street, Bedford, MK42 9AP
Bedfordshire Police, PPU Support Team, Police HQ, Woburn
Road, Kempston, Bedford. MK43 9AX**

And _____
(insert name of school/post 16 provider and address)

4. Powers

For the purpose of information sharing, this agreement fulfils the requirements of the following:

- Data Protection Act 2018/GDPR
- The Children’s Act 2004
- Freedom of Information Act 2000
- Criminal Procedures & Investigations Act 1996
- Mental Health Act 1983
- Common Law duty of Confidentiality
- Prosecution of Offenders Act 1985 S(6)(1)
- Working Together to Safeguard Children 2018

5. Information Sharing Process

This agreement has been formulated to facilitate the exchange of information between the partners identified in this agreement at point 8 (D.A.N.S SPoC’s). It is however incumbent on all partners to recognise that any information shared must be justified on the merits of each case.

Bedfordshire Police in line with The General Protocol for Sharing Information between Partner Organisations in Bedfordshire and Luton will send via the secure e-mail system to Bedford Borough Integrated front door the domestic incident referral report and DASH

(Domestic Abuse, Stalking and Honour Based Violence) risk assessment form, for all domestic abuse incidents with children recorded.

Bedford Borough Children's Services, in line with The General Protocol for Sharing Information between Partner Organisations in Bedfordshire and Luton, will share where appropriate to do so the following information (which has been extracted from the referral report and DASH) with Bedford Borough Schools/Post 16 Providers who have signed up to the information sharing agreement:

- Childs/young persons name
- Date of incident
- Type of Incident
- Rating of incident (risk)

Bedford Borough Schools/Post 16 Providers, in line with The General Protocol for Sharing Information between Partner Organisations in Bedfordshire and Luton, will only share information with relevant staff in the School/Post 16 Provider staff on a need to know basis. Relevant staff may include but are not limited to: a School Safeguarding Lead or nominated Officer, a School Nurse or Pastoral Worker or a Counsellor, a Head Teacher or Form Tutor, a College Tutor or Welfare Officer and on a need to know basis, with the aim to observe or support the individual affected.

Once information has been received by the nominated D.A.N.S officers at the educational setting, they will become the responsible parties for holding and disseminating the information to specific and relevant member/s of staff who need to know and may be identified in the list above.

6. Cross Border Considerations

Where a child or young person is educated in a neighbouring borough covered by Bedfordshire Police, information will be shared across geographical boundaries for areas that have an information sharing process in place. Incidents occurring in other force areas or children accommodated outside of Bedfordshire are not covered by this protocol.

7. Constraints on the use of the information

The information shared may be disclosed by the school to any appropriate Social Workers/Early Help Worker involved with the child; but must not be disclosed to any other third party. The information must be stored securely and destroyed when it is no longer required for the purpose for which it was provided and in line with the Information Commissioners Office (ICO) Guidelines –

[Integrity and Confidentiality \(Security\) Principle](#)

Any information shared between Bedfordshire Police and Bedford Borough Council Children's Services and then to Bedford Schools/Post 16 Providers is only valid at the time of provision and should only be used for the purpose stated at point 2 of this document.

Any information shared between Bedfordshire Police and Bedford Borough Council Children's Services and then to Bedford Schools/Post 16 Providers will be proportionate and necessary for the purpose for which it is being shared.

Sharing of Police information between partners for the purpose of achieving a common aim must be done in accordance with The College of Policing Authorised Professional Practice for [Information Management](#) and in line with [ICO Data sharing code of practice](#).

The 7 Golden Rules of Information Sharing contained within both the Government Information Sharing Document: [Information sharing advice safeguarding practitioners.pdf](#) and The Joint Bedford Borough, Central Bedfordshire, Luton Safeguarding Children Board's, Bedfordshire Domestic Abuse Partnership, Bedfordshire Sexual Violence Strategy Group & Luton Community Safety Partnership Information Sharing Protocol linked earlier in this document must be adhered to.

Retention for the intelligence purposes shall be allowed but only in line with the data protection principles, (Data Protection Act 2018).

8. Roles and responsibilities under the agreement

Each Partner must appoint a single point of contact (SPoC) who must work together to ensure the processes of the agreement are fully adhered to. The SPoC for each partnership is identified below:

Police SPoC:

Title: PPU Support Team Bedfordshire Police

Contact Details: Tel: [01234 842631](tel:01234842631)

E-mail:

PPUSupportTeamDomesticsOnly@bedfordshire.police.pnn.police.uk

Early Help SPOC:

Title: Early Help Hub

Contact Details Tel: 01234 718700

E-mail: multiagency@bedford.gov.uk

School/post 16 SPoC (To be completed by school or education provider)

Title:

Name:

Contact Details Tel:

Email:

Schools/Post 16 Education Providers may have up to two additional 'Designated D.A.N.S Officers' who may receive notifications in the SPoC's absence.

Additional 'Designated D.A.N.S Officers' (to be completed by the school/education provider)

Title:

Name:

Contact Details Tel:

Email:

Title:

Name:

Contact Details Tel:

Email:

9. Specific procedures

The Police data will only be made available to the Integrated Front Door (MASH)
The following secure data transfer methods will apply:

- Secure email contact from Police to Integrated front door (MASH)
- Secure E-mail contact between Early Help Hub and SPoC/Designated D.A.N.S Officers within individual schools.
- Follow up calls to school, where additional support may be requested.

The Early Help Hub will not provide Police data to non-signed up partners.

10. Review, retention and deletion

Partners to this agreement undertake that personal data shared will only be used for the specific purpose for which it is provided. The recipient of the information is required to keep it securely stored and will dispose of it when it is no longer required for the purpose for which it was provided.

The recipients of the D.A.N.S information will not release this information to any 3rd parties not covered under this agreement without obtaining the express written authority of the partner who provided the information.

Bedford Borough Schools/Post 16 Education Providers will ensure that access to information originating from the police under this agreement will only be granted to those staff who 'need to know' the information as outlined in Section 5.

11. Review of the Information Sharing Agreement

This Information Sharing Agreement will be reviewed, annually. The nominated holder of this agreement is Bedford Borough Children's Services and is based on the national template for Information Sharing which forms part of the guidance issued on the Management of Police Information by the College of Policing and the Home Office.

12. Indemnity

Bedford Borough Schools/Post 16 Education Providers as receivers of police information will accept liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach. Any security incident must be reported to the Head Teacher of the School/Post 16 Provider and to Wendy Beeton-Townshend – Manger Early Help & Intervention Service, Bedford Borough Council Children's Services wendy.beeton-townshend@bedford.gov.uk, to ensure organisational policy on data breaches can be implemented and to comply with the ICO's 72 hours reporting procedure.

13. Signature

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

Signatories must also ensure that they comply with all relevant legislation, knowing their obligations under GDPR/DPA 2018 in respect of the personal data being processed.

Signed on behalf of Bedfordshire Police	
Title:	
Date:	

Signed on behalf of Bedford Borough- Children's Services	
Title:	Manager for Early Help and Intervention
Date:	

Signed on behalf of (name of school/post16 education provider) _____	
Title:	

Date:

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