

Education  
Providers



# **Bedford Borough Op Encompass Information Sharing Agreement**

## Summary Sheet

<b>Purpose</b>	<p>By creating a system for the formal exchange of information and intelligence between Bedfordshire Police, Bedford Borough Council, and Education Establishment (as signed) we will:</p> <ul style="list-style-type: none"> <li>• Raise awareness of the circumstances under which a child or young person may be attending school and how subsequently they may present in terms of their behavioural and emotional responses throughout the school day, following a domestic incident.</li> <li>• Raise awareness of the circumstances under which a child or young person may be attending school and how subsequently they may present in terms of their behavioural and emotional responses throughout the school day, following a missing incident</li> <li>• Where appropriate provide an early help source of support through the educational setting for families/ children impacted by domestic abuse.</li> <li>• Make referrals where threshold has been met for child protection purposes to the Multi Agency Safeguarding Hub (MASH), or where parental consent is given; and where it is appropriate to do so, complete an Early Help Assessment for additional support.</li> </ul>
<b>Parties</b>	<p>Bedfordshire Police Bedford Borough Council Education Establishment (as signed)</p>
<b>Agreement commencement date</b>	<p>21/02/2022</p>
<b>Agreement review date</b>	<p>21/02/2023</p>
<b>Agreement Owner</b>	<p>Bedfordshire Police Bedford Borough Council Education Establishment (as signed)</p>

## **1. The Parties**

This agreement is made between:

- (1) Bedfordshire Police (the “Police”)
- (2) Bedford Borough Council (the “Council”)
- (3) Education Establishment (as signed) (the “School”)

Known together as the “Parties” or individually as the “Party”

## **2. Agreement Start Date**

This agreement commences from:

## **3. Introduction**

The Parties recognise a high standard of information management is essential to the operational efficiency of services. The Parties are therefore committed to managing their information 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.

## **4. Purpose**

The purpose of this agreement is to enable the Parties to share relevant information, designed to enable the School to have effective and timely information regarding those pupils in their settings who are impacted by domestic abuse or a Missing episode. This is in order to support the School in making informed decisions in relation to future actions and reduce the negative impact on a young person’s education and wellbeing.

This agreement will incorporate measures aimed at:

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

This agreement is in line with:

- The General Protocol for Sharing Information between Partner Organisations in Bedford Borough.
- The Pan-Bedfordshire Information Sharing Protocol between Bedford Borough, Central Bedfordshire, Bedford Borough Safeguarding Children Board’s, Domestic Abuse Partnership, Bedfordshire Sexual Violence Strategy Group, and Bedford Borough Community Safety Partnership:

[https://bedfordscb.proceduresonline.com/p\\_information\\_shar.html#](https://bedfordscb.proceduresonline.com/p_information_shar.html#)

## **5. Lawful Basis for Processing of Data**

### **Data Protection Act 2018 (GDP)**

Under Schedule 1 of the DPA – special categories of personal data and criminal convictions etc data:

Part 2, Section 18 – safeguarding of children and of individuals at risk.

### **General Data Protection Regulation (GDPR)**

Under Article 6 of the GDPR – Processing Personal Data:

(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.

Under Article 9 of the GDPR – Processing Special Categories of Personal Data:

(g) processing is necessary for reasons of substantial public interest.

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.

A Data Protection Impact Assessment (DPIA) Stage 1 has been completed for this process: -



DPIA Stage 1 Op  
Encompass Bedford:

## **6. Powers**

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

- Data Protection Act 2018
- General Data Protection Regulation (GDPR)
- The Children's Act 2004
- Freedom of Information Act 2000
- Criminal Procedures and 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 Guidance 2018
- Crime and Disorder Act 1998

## 7. Information Sharing Process

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

**The Police** in line with the General Protocol for Sharing Information between Partner Organisations in Bedfordshire and Bedford Borough will send, via the secure e-mail system (PNN), to the relevant education establishment the Domestic Incident or Missing Episode Referral Report; for all domestic abuse incidents and Missing Episodes with children recorded, for the previous 24 hours on a daily basis in a timely manner.

**The Council**, in line with the General Protocol for Sharing Information between Partner Organisations in Bedfordshire and Bedford Borough, will provide read only access to Bedfordshire Police to Children's Services systems to enable research to identify: -

- School associated with relevant child
- Identification of CP Plan, CIN, Children's Services or Early Help involvement
- Siblings relevant to the child and the incident to be referred.

**The School**, in line with the General Protocol for Sharing Information between Partner Organisations in Bedfordshire and Bedford Borough, will only share information with relevant staff in the School on a need to know basis. Relevant staff may include but are not limited to: a School Safeguarding Lead, Nominated Op Encompass Single Point Of Contact (SPOC), School Nurse, Pastoral Worker, Counsellor, Head Teacher, Form Tutor, College Tutor, or Welfare Officer and with the aim to observe or support the individual affected.

Once information has been received by the Nominated Op Encompass SPOC at the School, they will become the responsible party 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.

There is no requirement for schools to further refer this Op Encompass information to the MASH as this will be completed by the Police based on their agreed thresholds.

The team responsible for **Elective Home Schooled (EHE) Children**, in line with the General Protocol for Sharing Information between Partner Organisations in Bedfordshire and Bedford Borough, will receive information from the Police in line with process. EHE parents will be provided information regarding their engagement in this process via guidance provided to new parents engaging in EHE and via the EHE website information page for EHE parents.

Once information has been received by the team, they will be responsible for risk assessing what action they will take to ensure support is offered to the relevant family.

## **8. 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 a RELAY or Op Encompass process in place.

Incidents occurring in other force areas or children accommodated outside of Bedfordshire are not covered by this protocol.

## **9. Constraints on the Use of Information**

The information shared may be disclosed by the School to any appropriate Social Care or Early Help Practitioner 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 the Police and the Council and the School is only valid at the time of provision and should only be used for the purpose stated in this agreement.

Any information shared between the Police and the Council and the School 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 and the Pan-Bedfordshire Information Sharing Protocol between; Bedford Borough, Central Bedfordshire, Bedford Borough Safeguarding Children Board's, Bedfordshire Domestic Abuse Partnership, Bedfordshire Sexual Violence Strategy Group and Bedford Borough Community Safety Partnership must be adhered to.

Retention for the intelligence purposes shall be allowed but only in line with the [General Data Protection Regulations](#), (Data Protection Act 2018).

Any breaches in the agreed information sharing processes and agreed purpose to access the Local Authority Systems will be reported through the formal escalation processes for investigation.

## **10. Specific Procedures**

The Police data will only be made available to the relevant identified school and the following secure data transfer methods will apply:

- Secure email contact from the Police to the School Nominated Op Encompass SPOC.
- Secure e-mail contact to the Council Integrated Front Door Practitioners
- A telephone call may also be made by the Police to the School Nominated Op Encompass SPOC in some cases where the incident is assessed as high risk or where in the professional judgement of the Police, the School need to be alerted immediately.
- Op Encompass will not provide police data to any partners not signed up to this agreement.

## **11. Review, Retention and Deletion**

Parties of this agreement undertake the duty to ensure 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 Op Encompass information will not release this information to any third parties not covered under this agreement without obtaining the express written authority of the partner who provided the information.

The School 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.

## **12. Review of the Information Sharing Agreement**

This Information Sharing Agreement will be reviewed, annually. The nominated holders of this agreement are Bedfordshire Police, Bedford Borough Council and the Education Establishment (as signed). This agreement 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.

## **13. Indemnity**

The School 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 and to the Council IFD Service Manager via email at: [multi.agency@bedford.gov.uk](mailto:multi.agency@bedford.gov.uk), to ensure organisational policy on data breaches can be implemented and to comply with the Information Commissioners Office (ICO's) 72 hours reporting procedure.

## 14. Roles and responsibilities under the agreement

Each Party must appoint a Single Point of Contact (SPOC) who must work together to ensure the processes of this agreement are fully adhered to. The Nominated SPOC for each Party is identified below:

### The Police:

<b>Title:</b>	Bedfordshire Police PPU Hub
<b>Name:</b>	DCS Dee Perkins
<b>Number:</b>	01234 842631
<b>E-mail:</b>	<a href="mailto:OpEncompass@bedfordshire.police.pnn.police.uk">OpEncompass@bedfordshire.police.pnn.police.uk</a>

### The Council:

<b>Title:</b>	Bedford Borough Children's Services
<b>Name:</b>	Harmesh Bhogal
<b>Number:</b>	01234 718700
<b>E-mail:</b>	<a href="mailto:multi.agency@bedford.gov.uk">multi.agency@bedford.gov.uk</a>

### The School:

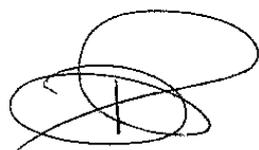
All Schools will provide the details of their SPOC as per the signature page and larger Schools (1000+ pupils) or post-16 Education Providers may have up to two additional Nominated Op Encompass SPOC's due to their size.

## 15. Signatures

By signing this agreement, all signing Parties accept responsibility for its execution and agree to ensure that their 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 they comply with all relevant legislation, knowing their obligations under GDPR and DPA 2018 in respect of the personal data being processed.

Signed on behalf of **Bedfordshire Police:**

A handwritten signature in black ink, consisting of several overlapping loops and a vertical stroke, positioned above a horizontal line.

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**Name:** Dee Perkins

**Title:** Detective Chief Superintendent

**Date:** 18<sup>th</sup> November 2021

Signed on behalf of **Bedford Borough Council:**



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**Name:** Harmesh Bhogal

**Title:** Chief Officer for Children's Services

**Date:** 16/11/2021

Signed on behalf of **the School:**

By signing this ISA, the School agrees to only communicating via secure email and communicating the implementation of protocol to parents/ carers as per the template letter provided. The School also agree to updating the School Safeguarding Policy with the text provided as part of the model Bedford Borough Safeguarding Policy.



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**Name:** Sarah Bush

**Title:** Executive Headteacher

**Date:** 02/01/2022

