

INFORMATION SHARING AGREEMENT

This Information Sharing Agreement (the "Agreement"), is entered into this 20 day of October, 2016.

BETWEEN:

The Chief of Police by and on behalf of the Calgary Police Service

(Hereinafter referred to as CPS)

And

The HomeFront Society for the Prevention of Domestic Violence

(Hereinafter referred to as HomeFront)

WHEREAS HomeFront's mandate is to bring together social services agencies, law enforcement, and the criminal justice system for the purpose of providing an immediate and seamless response to those involved in domestic violence;

AND WHEREAS the CPS and HomeFront are working together on the Calgary Specialized Domestic Violence Courtroom for the purpose of reducing domestic violence in the community;

AND WHEREAS the Domestic Violence Intervention and Resource Team (hereinafter called DVIRT) is comprised of Case Managers whose role is to assist victims through the criminal justice system by helping them to understand the court process, ensuring victims have the opportunity to provide information to the police and the prosecutor's office, assisting with safety planning, assessing risk and providing information and referrals;

AND WHEREAS the Domestic Conflict Response Team (hereinafter called DCRT) is comprised of Case Managers whose role is to provide intervention as promptly and as early as possible once a domestic violence situation comes to the attention of CPS, to help resolve the conflict and, ideally, its root causes before more intrusive and expensive systems, such as the courts or Calgary and Area Child and Family Services need to intervene; employ measures to reduce risk of harm, increase the safety of the family (both adults and children) and provide referrals to community support systems to reduce the long-term impacts of violence within the home on the individual;

AND WHEREAS HomeFront is seeking authorization for data access for the DVIRT Case Managers and DCRT Case Managers, to the CPS Records Management System (RMS) in order to complete their tasks and receive victim contact information.

AND WHEREAS both parties agree that the sharing of information will assist in eliminating work being duplicated by two agencies and assist the investigators in the Domestic Conflict Unit with assessing and determining the level of risk in violent domestic investigations.

AND WHEREAS the DVIRT HomeFront Case Managers will co-locate with the CPS Domestic Conflict Unit office in order to increase inter-agency communications and strengthen the existing relationship and DCRT HomeFront Case Managers will co-locate with the CPS District Offices to provide a collaborative approach to service.

NOW THEREFORE in consideration of the mutual covenants and agreement contained herein, the parties agree as follows:

1.0 DEFINITIONS

1.1 "ACT" means the *Freedom of Information and Protection of Privacy Act* R.S.A. 2000 ch. F-25

1.2 "AUTHORIZED CASE MANAGERS" means the current HomeFront Case Managers who have been granted access by the CPS to the CPS Records Management System (hereinafter called RMS). Only those authorized in writing will be granted authorization to RMS and the personal information it contains. A list of the positions held by Authorized Case Managers is attached as Appendix A.

1.3 "PERSONAL INFORMATION" means any reported information about an identifiable individual including but not limited to

- i. The individual's name, home or business address or home or business telephone number
- ii. The individual's race, national, or ethnic origin, colour or religious or political beliefs or associations,
- iii. The individual's age, sex, marital status or family status
- iv. An identifying number, symbol or other particular assigned to the individual,
- v. The individual's fingerprints, other biometric information, blood type, genetic information or inheritable characteristics,
- vi. Information about the individuals health and health case history, including information about physical or mental disability,

- vii. Information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given,
- viii. Anyone else's opinions about the individual, and
- ix. The individual's personal views or opinions, except if they are about someone else.

2.0 PURPOSE

2.1 The purpose of the Agreement is to provide access to the HomeFront Society Authorized Case Managers, located within the CPS Domestic Conflict Unit office, to the CPS RMS system so as to assist the Authorized Case Managers in improving the service to victims of domestic violence.

3.0 TERMS AND CONDITIONS

3.1 All Authorized Case Managers of the DVIRT and DCRT, needing access to the CPS RMS system must be authorized by the Staff Sergeant of the Domestic Conflict Unit at the CPS and must be security cleared by the CPS, prior to any access being sought or granted. Further, all Authorized Case Managers who are being granted access to RMS must sign the CPS Release of Liability, Waiver of Claims, and assumption of Risk and Indemnity Agreement, as well as the CPS Confidentiality Agreement prior to accessing RMS.

3.2 Authorized Case Managers are responsible for ensuring personal information acquired through RMS is protected by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or destruction of records. This includes controlling computer access and limiting that access to only authorized positions.

3.3 Authorized Case Managers will ensure the security of personal information by password protecting their access to RMS computers and refrain from sharing that password with anyone. The computer terminals utilized to access RMS will be housed as the CPS offices, with entry to the area by restricted card access.

3.4 All Authorized Case Managers agree to use the personal information obtained from RMS for the sole purpose of assisting victims of domestic violence within their current role in the DVIRT and DCRT. The Authorized Case Managers further agree not to use personal information obtained through RMS for any other purpose.

3.5 The Authorized Case Managers may print copies of the information accessed on the RMS system and retain paper copies for the purpose of building a file. The Authorized Case Manager shall take all reasonable precautions to protect the file from unauthorized

access and shall destroy by shredding, all information received from the CPS, as soon as is practical upon the resolution or closure of a file.

- 3.6 The HomeFront Society Authorized Case Manager's supervisor will be the only contact for applications for access to RMS. If the duties or the person who has an authorized positions changes, the Case Manager's supervisor will forthwith inform the CPS Sergeant of the Domestic Violence Unit so that he or she will remove their access accordingly.
- 3.7 Misuse of RMS for unauthorized disclosure of personal information will be dealt with by the Authorized Case Manager's supervisor in accordance with disciplinary processes. In addition, the CPS Privacy Counsel / Manager FOIP and the Sergeant of the Domestic Conflict Unit will be notified, forthwith, in writing, if such a breach occurs. The employee's names, employee number and position titles will be removed from a list of Authorized Case Managers immediately upon notification.
- 3.8 Except as is expressly provided herein, information provided to the Authorized Case Managers by the CPS shall only be used for the purposes authorized herein. Use other than for an authorized purpose is expressly prohibited.
- 3.9 The CPS reserves the right to sever, at its sole discretion, any information contained in a record held by the CPS, to protect the privacy of third parties and confidential informants, and to prevent any harm to law enforcement, including the disclosure of law enforcement techniques, in accordance with the principles contained in s. 20 of the Act.

4.0 REVIEW

- 4.1 The parties shall review this agreement every 12 months and any amendments to this Agreement must be made in writing and signed by all parties to this Agreement.
- 4.2 The CPS hereby reserves the right to conduct reviews and audits of RMS access and use by Authorized Case Managers without notice to the HomeFront Society.

5.0 TERMINATION

- 5.1 The CPS reserves the right to terminate this Agreement at any time, without notice, upon determination that a breach of privacy has occurred through improper use or dissemination of the information provided in accordance with this Agreement, or for non-compliance of the provisions of this Agreement.
- 5.2 Each party may terminate this Agreement, at any time, without cause, upon the giving of fourteen (14) days' written notice.

6.0 WAIVER

6.1 No action or failure to act by any of the parties shall constitute a waiver of any right afforded to that party under this Agreement nor shall any action or failure to act constitute an approval of or acquiescence to any breach hereunder, except as may be specifically agreed to in writing.

7.0 INDEMNITY

7.1 To the fullest extent permitted by law, the HomeFront Society agrees to indemnify and save harmless the CPS from any claim, loss, damage or demand whatsoever arising out of or pursuant to any breach, negligence or willful misconduct by it or its employees or agents of its undertakings hereunder.

7.2 The provision of clause 7.1 shall survive the termination of this agreement for any reason whatsoever.

8.0 PREVIOUS AGREEMENTS

8.1 Any previous agreements, oral or written, relating to access to the record of the CPS by HomeFront are hereby revoked and rescinded and replaced by this Agreement.

9.0 NOTICES

9.1 All correspondence and other notices related to this Agreement shall be delivered as set forth below

IF TO HOMEFRONT SOCIETY

Attention: Maggie MacKillop
Executive Director
HomeFront Society
501, 620 7th Ave SW
Calgary AB T2P 0Y8
Phone: (403) 206-2100
Fax: (403) 206-2106
Email: Maggie@homefrontcalgary.com

IF TO CPS:

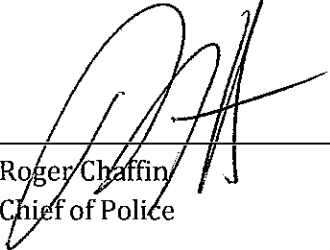
Attention:

Insp. Patty McCallum
Calgary Police Services
Community Support Section
5111-47 St NE
Calgary AB T3J 3R2
Phone: (403) 428-2175
Fax: (403) 232-6040
Email: pmccallum@calgarypolice.ca

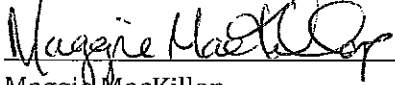
IN WITNESS WHEREOF the parties hereto have executed this agreement this day and year first above set forth.

CALGARY POLICE SERVICE:

HOMEFRONT SOCIETY FOR THE
PREVENTION OF DOMESTIC
VIOLENCE:



Roger Chaffin
Chief of Police



Maggie MacKillop
Executive Director