

<i>Title &amp; Version</i>	<p>A purpose specific information sharing agreement between</p> <p><b>Lambeth Safeguarding Adults Partnership Board London Borough of Lambeth Lambeth Borough Command, Metropolitan Police NHS Lambeth Clinical Commissioning Group Guy's and St Thomas' NHS Foundation Trust Kings College Hospital NHS Foundation Trust South London and Maudsley Mental Health NHS Foundation Trust</b></p> <p><b>Version 0.03 Approved by Lambeth Safeguarding Adults Partnership Board 16<sup>th</sup> March 2015</b></p>
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<i>Organisation</i>	<b>London Borough of Lambeth</b>
<i>Summary/Purpose</i>	An agreement to formalise information sharing arrangements between members of Lambeth Safeguarding Adults Partnership Board for the purpose of Safeguarding Adults at Risk

ISA Ref:

**Purpose Specific Information Sharing Agreement  
to Safeguard Adults at Risk  
Within London Borough of Lambeth**

Between

- Lambeth Safeguarding Adults Partnership Board
- London Borough of Lambeth
- Lambeth Borough Command, Metropolitan Police
- NHS Lambeth Clinical Commissioning Group
- Guy's and St Thomas' NHS Foundation Trust
- Kings College Hospital NHS Foundation Trust
- South London and Maudsley Mental Health NHS Foundation Trust

And other relevant partners

to Safeguard Adults at Risk  
Within London Borough of Lambeth



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## Section 1

### Purpose of the Agreement

- This agreement sets out the basis upon which requests for information will be made and shared, and how those requests will be considered by the signatories. This agreement does not create an absolute obligation to share information. It will not be a breach of the agreement for a signatory to refuse to share information where disclosure of such would constitute a breach of legal or professional obligations owed by that signatory in respect of that information.
- This agreement has been developed using the template developed by the Metropolitan Police to cover information sharing between the police and partner agencies where work on safeguarding adults matters involves the polices providing or receiving information from partner agencies. The template has been extended to make it serve the purposes of Lambeth Safeguarding Adults Board more widely, in particular so that it covers information sharing between all partners including circumstances where the police are not involved.

This agreement has been developed to:

- Define the specific purposes for which the signatory agencies have agreed to share information and to provide a framework for the secure and confidential sharing of personal information.
- Describe the roles and structures that will support the exchange of information between agencies.
- Set out the legal gateway through which the information is shared, including reference to the Human Rights Act 1998 and the common law duty of confidentiality.
- Describe the security procedures necessary to ensure that compliance with responsibilities under the Data Protection Act and agency specific security requirements.
- Describe how this arrangement will be monitored and reviewed. This should be after six months initially and annually thereafter. A suggested agenda is available from the ISSU
- In addition, completion of this document will ensure that the Metropolitan Police Service can meet the information sharing requirements of the Guidance on the Management of Police Information (MoPI).

## **Scope of this information sharing agreement**

This agreement does not cover the sharing and assessing of police information by:

- Lambeth Public Protection Unit (Jigsaw) through MAPPA process.
- Lambeth Prolific Priority Offender Unit
- Lambeth Multi Agency Risk Assessment Conference information sharing.
- Lambeth MASH for children
- Lambeth MASH for adults
- Disability Targeted Hate Crime - managed under the current MPS Hate Crime Policy
- Domestic Violence - managed under the current Domestic Violence Policy
- Information required by the police for criminal investigations

These activities are covered by separate Information Sharing Agreements / policies but where appropriate and in the best interests of the adult at risk it may be appropriate to share this information.

A template for a protocol on information required by the police for criminal investigations from partner agencies is found in the appendices, but signing this agreement does not commit partners to its use.

**The signatories to this agreement will represent the following agencies/bodies:**

- 1. Lambeth Safeguarding Adults Partnership Board**
- 2. London Borough of Lambeth**
- 3. Lambeth Borough Command, Metropolitan Police**
- 4. NHS Lambeth Clinical Commissioning Group**
- 5. Guy's and St Thomas' NHS Foundation Trust**
- 6. Kings College Hospital NHS Foundation Trust**
- 7. South London and Maudsley Mental Health NHS Foundation Trust**
- 8. [Any Other relevant bodies]**

This agreement does cover the sharing and assessing of police information where that does not fall into one of the above meetings and relates to an adult with care and social needs (vulnerable adult or adult at risk)

## Section 2

### Specific purpose for Sharing Information

#### 2.1 Background

There are multiple definitions of a 'vulnerable adult' within government policy and legislation. There has been considerable debate over whether terminology describing adults as vulnerable is appropriate. More recent definitions, including recommendations made by the Law Commission in ***Law Commission (2011): Adult Social Care Report***<sup>1</sup>, have adopted the term adult at risk on the basis that it focuses attention on the risk rather than any inherent disability.

This document uses the term vulnerable adult and adult at risk as a qualitative study has shown that this terminology is already familiar in many areas and assists frontline staff to readily identify adults that require a multi-agency safeguarding response. A further term that is used is an 'adult with care and support needs.'

This information sharing agreement covers information sharing for all vulnerable adults and explains what will be shared between agencies to safeguard Adults at Risk, to prevent, detect and prosecute offences against Adults at Risk and safeguard those that are a risk to themselves or another.

#### Safeguarding Adults at Risk

**No Secrets**<sup>2</sup>, a publication produced by the Department of Health in 2000, described a vulnerable adult as:

***any person aged 18 years or over who is or may be in need of community care services by reason of mental, physical, or learning disability, age or illness AND is or may be unable to take care of him or herself or unable to protect him or herself against significant harm or exploitation.***

Safeguarding adults at risk is a complex area of work. The Government policy objective is to prevent and reduce the risk of significant harm to adults at risk from abuse or other types of exploitation, while supporting individuals to maintain control over their lives. This includes being able to make choices without coercion.

The Government has announced that **No Secrets** will remain as statutory guidance until at least April 2015 and issued a **Department of Health (2011) Statement of Government Policy on Adult Safeguarding**<sup>3</sup> confirming this. The statement agrees six fundamental principles for safeguarding activity across all agencies involved in the process (Please see Appendix A for explanation of the six principles);

***Principle 1 – Empowerment***

***Principle 2 – Protection***

***Principle 3 – Prevention***

***Principle 4 – Proportionality***

***Principle 5 – Partnership***

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<sup>1</sup> 'Adult Social Care', Law Commission, May 2011,

[http://lawcommission.justice.gov.uk/docs/lc326\\_adult\\_social\\_care.pdf](http://lawcommission.justice.gov.uk/docs/lc326_adult_social_care.pdf)

<sup>2</sup> No secrets: Guidance on developing and implementing multi-agency policies and procedures to protect Adults at Risk from abuse. Department of Health 2000

<sup>3</sup> Statement of Government Policy on Adult safeguarding, Department of Health, 2011,

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/147310/dh\\_126770.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/147310/dh_126770.pdf)

## **Principle 6 – Accountability**

Association of Directors of Adult Social Services (ADASS) has published a National Framework document in conjunction with key partners including the Association of Chief Police Officers (ACPO). This is intended to consolidate the experience to date and to further the development of 'Safeguarding Adults at Risk' work throughout England. This national framework is comprised of eleven sets of good practice standards. Their implementation in every local area will lead to the development of consistent, high quality adult protection work across the country.

The **Care Act 2014** says that the duty to undertake a safeguarding adults enquiry arises where a local authority has reasonable cause to suspect that an adult in its area (whether or not ordinarily resident there)

- has needs for care and support (whether or not the authority is meeting any of those needs),
- is experiencing, or is at risk of, abuse or neglect, and
- as a result of those needs is unable to protect himself or herself against the abuse or neglect or the risk of it.

The Care Act 2014 guidance states that Information sharing should be rapid and seek to minimise bureaucracy. Local authorities should work alongside health and other professionals (such as housing) where plans are combined to establish a 'lead' organisation who undertakes monitoring and assurance of the combined plan (this may also involve appointing a lead professional and detailing this in the plan so the person knows who to contact when plans are combined.

Early sharing of information is the key to providing an effective response where there are emerging concerns for an adult at risk.

To ensure effective safeguarding arrangements:

- all organisations must have arrangements in place which set out clearly the processes and the principles for sharing information between each other, with other professionals and the SAB and/or other relevant meetings; this would be via an Information Sharing Agreement such as this one to formalise the arrangements; and,
- no professional should assume that someone else will pass on information which they think may be critical to the safety and wellbeing of the adult. If a professional has concerns about the adult's welfare and believes they are suffering or likely to suffer abuse or neglect, and/or are a risk to themselves or another, then they should share the information with the local authority and, or, the police if they believe or suspect that a crime has been committed or that the individual is immediately at risk..

This Information Sharing Agreement was produced in compliance with the national framework **Standard 1** for such an agreement to be developed and reviewed (see Appendix B for headline standard).

The Standard sets out the framework within which the planning, implementation and monitoring of 'Safeguarding Adults' work should take place. The key structure in this framework is a multi-agency partnership that leads the development of the work at a local level.

Strong partnerships are those whose work is based on an agreed policy and strategy, with common definitions and a good understanding of each other's roles

and responsibilities. These underpin partnership working in response to instances of abuse and neglect, wherever they occur.

Whilst Safeguarding Adult Partnership Boards already exist in each Local Authority, they have not previously been mandatory. These Boards are to be put on a statutory footing and with the ability to operate flexibly on a local level.

## 2.2 Information sharing and safeguarding adults work

The purposes of information sharing under this agreement are

- To seek advice about a specific adult safeguarding situation or to establish grounds for an adult safeguarding enquiry.
- To prevent or detect a crime, or support the prosecution of offenders.
- To refer an adult safeguarding concern.
- To assess and manage risks with a view to protect an adult with care and support needs who may be experiencing abuse
- To make a referral to a partner organisation for action to protect an adult.
- To establish the potential need for involvement of partner organisations in adult safeguarding work, such as an enquiry, prosecution, or protection arrangements
- To plan a Safeguarding Adults Enquiry or a Safeguarding Adults Review
- To initiate and conduct a Safeguarding Adults Enquiry or a Safeguarding Adults Review
- To take actions following a Safeguarding Adults Enquiry or a Safeguarding Adults Review
- To facilitate the work of Lambeth Safeguarding Adults Partnership Board as a Safeguarding Adults Board under the Care Act 2014

The roles, powers and duties of the various agencies to this agreement in relation to the perpetrator will vary depending on whether the latter is<sup>4</sup>

- a member of staff, proprietor or service manager;
- a member of a recognised professional group;
- a volunteer or member of a community group such as place of worship or social club
- another service user;
- a spouse, relative or member of the person's social network;
- a carer; i.e. someone who is eligible for an assessment under the Carers (Recognition and Services) Act 1995;
- a neighbour, member of the public or stranger; or
- a person who deliberately targets vulnerable people in order to exploit them.

It is key that the adult at risk is involved from the outset of enquiry strategies (unless doing so would put them at greater risk of harm). Family, friends and other relevant people who are not implicated in any crime have an important part to play especially if the person lacks capacity when friends or family should be consulted in line with the Mental Capacity Act 2005

Staff and volunteers should be aware of multi agency procedures - SCIE London Guidance and be aware of issues regarding abuse, neglect or exploitation. The document recognises variance in terminology between agencies regarding adults at

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<sup>4</sup> No Secrets DoH, 2000



risk who may be considered as vulnerable, and that the terms vulnerable adult and adult at risk are used interchangeably.

Managers of organisations have a key role in the management and coordination of information in response to a Safeguarding Adult Concern.

### **2.3 Benefits of this information sharing arrangement to the partner agencies and citizens of Lambeth**

The information shared through this agreement is not available from any other source and is the best for the objectives of this agreement, namely for signatory agencies to actively work together to safeguard adults at risks to prevent, detect and prosecute offences and/or are a risk to themselves or another.

The information sharing through this agreement will help signatory agencies comply with the National Framework guidance mentioned in 2.1, in particular with the National Standard mentioned below:

**Standard 1** - strengthen partnership and multi-agency working to safeguarding Adults at Risk by ensuring that the statutory partners make available to each other relevant information

**Standard 4** - prevent abuse happening in the first place by sharing information on individuals who may commit offences against Adults at Risk

**Standard 8** - ensure that the investigation of abuse against Adults at Risk is investigated in the most efficient manner

Partner organisations will have information about individuals who may be at risk from abuse and or a risk to themselves or others and may be asked to share this information where appropriate with due regard to confidentiality as well as legal and professional obligations owed in respect of the information. A number of agencies may be involved in different aspects of the care and support of an adult at risk. The benefits of sharing information in the above circumstances are:

- Agencies can pool information and expertise to resolve problems;
- Intelligence is shared and a full picture obtained that will initiate appropriate action;
- To enable investigations
- To assess the risk to the vulnerable adult and others
- To put in place protective measures

By effective information sharing & drawing upon partners specialist skill sets all partners to this agreement can offer the best possible service to safeguard adults at risks Agencies should seek to share information with partner agencies where there is a lawful reason for sharing when there is an opportunity to make a positive impact on public protection providing there is no valid legal or professional obligation which prevents the agencies from sharing that information.

### **2.4 Information sharing between the police and other partners through this agreement**

Lambeth Police will notify Lambeth Council Safeguarding Adults Services and South London and Maudsley Mental Health Trust about adults at risk and individuals who

are a risk to adults at risk. Similarly, partners will inform the police about these adults at risk. Sharing may be proactive or as a result of a request for information.

All requests for information will be considered by the signatories on a case-by-case basis, where it is appropriate for the receiving agency to have this information to safeguard the adult at risk who are the subject of the information sharing and/or protect other vulnerable adults from being at risk.

## **2.5 Information sharing between non-police partners through this agreement**

### Making referrals

Partner agencies will notify Lambeth Council Adult Social Care Services and / or South London and Maudsley Mental Health NHS Foundation Trust about vulnerable adults and individuals who are a risk to vulnerable adults.

### Safeguarding Enquiries, Reviews, and Supply of Information to the Board

Partner agencies will share relevant information needed to meet the purposes of these functions under the Care Act (or, prior to April 2015, equivalent provisions under “No Secrets”)

- Safeguarding Adults Enquiries under s42 of the Care Act 2015
- Safeguarding Adults Reviews under s44 of the Care Act 2015
- Supply of Information under s45 of the Care Act 2015

## **2.6 Information to be shared between partners through this agreement**

Due to complexity and uniqueness of each situation, it is difficult to provide a prescriptive list of what information will always be shared. However, in the following circumstances, the following data will be considered for disclosure;

### Personal Information about individuals considered to be a risk to an ‘Adults at Risk’

Personal information needs to be shared to allow relevant agencies to identify these individuals and explain why they are a risk to vulnerable adults. Examples of the kind of personal data that may be shared include;

- Personal identifiers (names, addresses, dates of birth).
- Current photograph of the offender (if appropriate)
- Descriptive information (photographs, marks, scars).
- Relevant Warning Markers (e.g. Violence, Drugs, Mental Health, Weapons)
- Reason why they are considered to be a risk
- Details of relevant criminal convictions and non-conviction information

### Personal information about ‘Adults at Risk’

- Name of subject (adult at risk) and other family members, their carers and other persons whose presence and/or relationship with the subject, is relevant to identifying and assessing the risks to that vulnerable adult.
- Age/date of birth of subject and other family members, carers, other details including addresses and telephone numbers.
- Ethnic origin
- Description of incident and police action.

- Relevant results from police checks on relevant family members / persons mentioned within police databases. This may be either on an individual decision specific case-by-case or as part of co-located teams of professionals from safeguarding agencies to deliver an integrated service with the aim to research, interpret and determine what is proportionate and relevant to share. This information needs to be shared.

Personal information disclosed about third parties may include:

- Adult at risk family members
- GP - where relevant and known
- Employer - where necessary and known

This information may need to be shared to ensure to allow agencies to fully understand the risks posed to/by the individual and stop them from being a victim, repeat victim, suspect or risk to themselves, and to ensure that all relevant avenues for assistance are considered.

Not all of the above information will be shared in every case; only relevant information will be shared on a case-by-case basis.

The Caldicott Committee's ***Report on the review of patient-identifiable information***<sup>5</sup> recognises that confidential patient information may need to be disclosed in the best interests of the patient and discusses in what circumstances this may be appropriate and what safeguards need to be observed.

The original six principles defined in 1997 were as follows:

Use of information should be:

- 1) Justified
- 2) Necessary
- 3) Minimal
- 4) On a need to know basis

Users of information should:

- 5) Understand their responsibilities
- 6) Understand the law

A second Caldicott review in 2013 added a seventh principle:

- 7) The duty to share information can be as important as to protect patient confidentiality

A signatory to this agreement has a 'need-to-know' the information where receipt of that information is necessary to assist in the furtherance of the legitimate aims covered by this agreement. A signatory requesting disclosure will explain why the information is necessary to enable it to further those claims

In addition to the Caldicott's Committee's report, there is further guidance of particular relevance to patient identifiable data as issued by the Department of Health and General Medical Council. This is explained further in this agreement under the section entitled "The Duty of Confidence for personal information about third parties".

Principles of confidentiality designed to safeguard and promote the interests of service users and patients should not be confused with those designed to protect the management interests of an organization. These have a legitimate role but must never be allowed to conflict with the interests of service users and patients. If it

<sup>5</sup> Report on the review of patient-identifiable information, Caldicott Committee, 1997, [http://www.wales.nhs.uk/sites3/Documents/950/DH\\_4068404.pdf](http://www.wales.nhs.uk/sites3/Documents/950/DH_4068404.pdf)

appears to an employee or person in a similar role that such confidentiality rules may be operating against the interests of Adults at Risk then a duty arises to make full disclosure in the public interest. (No Secrets 2000)

## Section 3

### Legal Basis for information sharing and what can lawfully be shared

#### Data Protection Act 1998

The Data Protection Act 1998 acts as a framework for how to process (which includes sharing) personal and sensitive personal information. It contains two Schedules that list various Conditions which, when fulfilled, allow for the processing of personal data (Schedule 2) and sensitive personal data (Schedule 3). The 8 Data Protection Principles also need to be complied with to allow sharing to be lawful.

#### 3.1 First Principle

**The first data protection principle states that data must be processed lawfully and fairly.**

##### 3.1.1 Lawfully

**A public authority must have some legal power entitling it to share the information.**

The primary legal power used to share information through this agreement is the Crime and Disorder Act 1998. This Act recognises that key authorities, such as councils, the police and local healthcare providers, have a responsibility for the delivery of a wide range of services within the community. Section 17 places a duty on them to do all they reasonably can to prevent crime and disorder in their area. Section 115 provides any person with the power, but not an obligation, to disclose information to relevant authorities (e.g. the police, health or local authorities) and their cooperating bodies in pursuing a local crime and disorder strategy. Information sharing through this agreement is lawful under the Act as the objectives of this agreement are compatible with these purposes.

Section 82 of the National Health Service Act 2006 places a duty on the NHS and local authorities to cooperate with one another in order to secure and advance the health and welfare of people. NHS bodies will properly cooperate with and consider requests to share information, where appropriate and lawful to do so, will share that information.

Disclosure of personal data for the purposes envisaged in Section 29 Data Protection Act (DPA) is exempt from the requirement for fair and lawful processing. However, such processing must still satisfy one of the conditions in Schedule 2 of the DPA, and for sensitive personal data one of the conditions in Schedule 3. Moreover, it must comply with the second through eight data protection principles. It must also comply with legal obligations owed outside of the DPA, such as confidentiality, as well as any professional responsibilities.

When considering disclosure for the purposes of crime prevention or detection, or apprehension of offenders, each signatory must still ensure as follows:

- That one of the conditions in Schedule 2 DPA is met;
- If it concerns sensitive personal data, that one of the conditions in Schedule 3 DPA is met;
- That disclosure would be in accordance with the signatory's obligations of confidentiality to that information - so is there valid consent, and if not would it be in the public interest to share the information?; and
- That sharing the information would be in accordance with the signatory's professional obligations

When considering whether information sharing would be in the public interest, the following criteria will be of particular relevance:

#### Schedule 2

- The administration of justice
- Compliance with the legal obligations of partner organisations
- Protecting the vital interests of the subject
- Carrying out tasks or duties substantially in the wider public interest
- Pursuing the legitimate interests of the partner organisation

#### Schedule 3

- Compliance with employment law obligations
- Protecting the vital interests of the subject
- Legal advice and establishing or defending legal rights
- Public functions (including the administration of justice)
- Medical purposes and the provision of healthcare
- Detection of unlawful activity
- Protection of the public
- Confidential counselling
- Police processing
- Maintaining public safety
- The apprehension of offenders
- The detection of crime

When judging the public interest, it is necessary to consider the following:

- i) Is the intended disclosure proportionate to the intended aim?
- ii) What is the vulnerability of those at risk?
- iii) What is the impact of disclosure likely to be on the individual?
- iv) Is there another equally effective means of achieving the same aim?
- v) Is the disclosure necessary to prevent or detect crime and uphold the rights and freedoms of the public?
- vi) Is it necessary to disclose the information, to protect other vulnerable people?

The rule of proportionality should be applied to ensure that a fair balance is achieved between the public interest and the rights of the data subject. NHS Bodies will also have to consider the Department of Health Code of Practice on Confidentiality, as well as the General Medical Council Guidance, in respect of patient data they hold.

#### The decision to disclose in the public interest

When presented with a request to disclose information through this agreement, signatories will assess whether they owe a duty of confidentiality in respect of that information is for, would it be possible to obtain the consent to the disclosure? If not, then does it fall within any of the Public Interest Criteria and would it be in the public interest to breach confidentiality and make the disclosure? In assessing this, the signatories must take into account the factors outlined in this section. Health bodies must also take into account the obligations they owe to patients in respect of their data "Additionally, NHS bodies should consider the Department of Health Code of Practice on Confidentiality, as well as the General Medical Council guidance, in respect of patient data they hold.

### 3.1.2 Duty of Confidence

Personal information held by public authorities is subject to a common law duty of confidence. However, an obligation of confidence is not absolute and can be overridden by several factors, such as another legal obligation, the consent of the individual concerned, by demonstrating that to disclose the information would be in the vital interests of the adult at risk, or demonstrating the strong public interest in the disclosure. The Public Interest factors listed at 3.1.1. should be considered.

#### Duty of Confidence for information about offenders against 'Adults at Risk'

The personal information shared through this agreement regarding convicted offenders guilty of causing harm to adults at risk will not be subject to a high duty of confidence because of the public interest in making arrangements to prevent re-offending against vulnerable members of society.

Through this agreement non-conviction information may also be shared in the public interest. Non conviction information of interest may include intelligence, arrests and charges pertaining to offences against adults at risk. This history can help to enhance the overall picture of the offender or suspected offender's potential range and volume of offending behaviour.

The circumstances for determining the sharing of non conviction information will include

- The disclosing agencies belief in the truth of the allegation/information
- The interest of the third party in obtaining the information
- The degree of risk posed by the person if the disclosure (about them) is not made

#### The Duty of Confidence for information about 'Adults at Risk'

Information about adults at risk who have been (or are suspected of being) victims of abuse is subject to a higher duty of confidence than for offenders and vulnerable adults. This duty of confidence can be waived by the victim consenting to the disclosure of their personal information held by the public authority. Personal information of victims may only be shared without their consent in the exceptional circumstances of the "protection of vital interests"<sup>6</sup> justification in Schedules 2 and 3 of the Data Protection Act (see 3.1.6, 3.1.7) or where it is highly likely that not sharing the information will prejudice an investigation.

Obtaining consent remains a matter of good practice and in circumstances where it is appropriate and possible, informed consent should be sought. In order to ensure consent to the sharing of personal information is 'informed', any professional must give victims standard documentation about 'Sharing Information' at the first point of contact. It is clearly an issue of great importance as to whether an individual has provided valid consent for signatories to share their personal information. As a result, if there is any doubt as to the validity of that consent then signatories should seek the assistance and opinion of a qualified mental health professional"

#### How 'Adults at Risk' will be assessed for their mental capacity to give consent

It is likely that a percentage of adults at risks subject to this information sharing will lack the mental capacity to make particular decisions for themselves because of

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<sup>6</sup> The Information Commissioner (data protection regulator in the UK) has defined vital interests as being necessary in cases of life and death,  
[http://www.ico.gov.uk/for\\_organisations/data\\_protection/the\\_guide/conditions\\_for\\_processing.aspx](http://www.ico.gov.uk/for_organisations/data_protection/the_guide/conditions_for_processing.aspx)

existing health issues or infirmity. The Mental Capacity Act 2005 provides the legal framework for acting and making decisions on behalf of individuals who lack the mental capacity. The starting point of the Act is to assume that an adult has full legal capacity to make decisions for themselves. Section 1 of the Act sets out the five 'statutory principles' that are supportive of people who lack mental capacity.

The five statutory principles are:

1. A person must be assumed to have capacity unless it is established that they lack capacity
2. A person is not to be treated as unable to make a decision unless all practicable steps to help him to do so are taken without success
3. A person is not to be treated as unable to make decisions merely because he makes an unwise decision
4. An act done or decision made, under this Act for or on behalf of a person who lacks capacity must be done, or made, in their best interests
5. Before the act is done, or the decision made, regard must be had to whether the purpose for which it is needed can be as effectively achieved in a way that is less restrictive of the person's rights and freedom of action

Consent will be sought from victims by these principles.

Many issues surrounding the disclosure of personal information can be avoided if the consent of the individual has been sought and obtained. Obtaining consent remains a matter of good practice and in circumstances where it is appropriate and possible, informed consent should be sought. Practitioners should encourage clients to see information sharing (and giving their consent to share their personal information) in a positive light, as something which makes it easier for them to receive the services that they need.

All people deemed to be 'Gillick' competent are presumed, in law, to have the capacity to give or withhold their consent to sharing of confidential information, unless there is evidence to the contrary. If an adult lacks the capacity to take their own decisions, then professionals should share information that is in their 'best interests'. A 'best interests' checklist is set out in section 4 of The Mental Capacity Act 2005, [http://www.opsi.gov.uk/acts/acts2005/ukpga\\_20050009\\_en\\_1](http://www.opsi.gov.uk/acts/acts2005/ukpga_20050009_en_1). The Act provides a statutory framework to empower and protect vulnerable people who may not be able to make their own decisions. It makes it clear who can take decisions in which situations and how they should go about this. The Act defines the term 'a person who lacks capacity' as a person who lacks capacity to make a particular decision or take a particular action for themselves, at the time the decision or action needs to be taken.

#### The Duty of Confidence for personal information shared about third parties

In some situations, it may be necessary to consider disclosure of information relating to third parties. This could, for example, include Health professionals. If this is the case, and signatories holding this information consider it would further the aims of this agreement then they must consider whether it can be disclosed, having taken into account their legal and professional obligations owed to that information.

From time to time, signatories may have to consider whether to disclose other third party information, for instance of family members of the adults at risks. Signatories will have to consider whether it would be lawful for them to share that information. When appropriate, consent will be sought.



An example of where not sharing information could place a person at increased risk of significant harm is in a situation where a vulnerable member of the public requires urgent medical assistance and information is not shared between partner agencies. In emergency medical situations information should always be shared between partner agencies. In circumstances where vulnerable members of the public carry emergency alert cards, the instructions on the card should be followed in line with service procedures.

If consent has not been sought, or sought and withheld, the agency must consider if there is a 'legitimate purpose' for sharing the information and if it is in the 'public interest' to share; and clearly record the reasons for doing so.

When seeking consent, signatories should be very clear about what they are asking for consent to do and to explain the potential ways and parties with whom information will be shared. If there is valid consent, then it will last as long as the purposes for which that consent was given continue to exist, unless consent is withdrawn. Signatories should be aware that individuals have the right to withdraw consent at any time

### **3.1.3 Fair Processing**

When data is obtained from data subjects, they must, so far as practicable, be provided with, or have made readily available to them, the following information:

- a) The identity of the data controller
- b) If the data controller has nominated a representative for the purposes of the Act, the identity of that representative
- c) The purpose or purposes for which the data are intended to be processed
- d) Any further information which is necessary, taking into account the specific circumstances in which the data are or are to be processed, to enable processing in respect of the data subject to be fair

The MPS publish a Fair Processing Notice covering the points specified above and specifically display it within police station front offices and custody suites and on their internet site;

[http://www.met.police.uk/foi/pdfs/other\\_information/corporate/mps\\_fair\\_processing\\_notice.pdf](http://www.met.police.uk/foi/pdfs/other_information/corporate/mps_fair_processing_notice.pdf)

Other signatories to this agreement confirm that they too have Fair Processing Notices which are available to the general public, explaining why they collected personal data and how they process it.

Where information about a data subject has been obtained from a third party, organisations must ensure that the data subject has 'ready access' to the fair processing information, so far as practicable, either before the data is first processed or as soon as practicable after that time. Where possible, steps should be taken to provide data subjects with the information listed above.

In some cases, it will not be possible or practicable to issue Fair Processing Notices, as to do so would be likely to prejudice the prevention/ detection of crime and /or the apprehension /prosecution of Offenders. In such cases, signatories may be able to rely upon section 29 of the data Protection Act, the effect of which is explained above in section 3.1.1. If relying on this partial exemption, parties must be aware of the need to ensure that their information sharing satisfies one of the conditions in Schedule 2 of the DPA and one of the conditions in Schedule 3 if its is sensitive

personal data. They must also be satisfied that the sharing of the information would not breach their confidentiality or professional obligations

### **3.1.4 Legitimate Expectation**

Where individuals have consented to their information being shared, they will have a legitimate expectation that this will occur.

Even where consent has not been sought, there is a legitimate expectation that relevant information will be shared by relevant authorities to ensure the safety and well-being of the adult at risk. This is to ensure these organisations meet responsibilities placed on them by both statute and Common Law.

It can reasonably be assumed that the persons from whom information is obtained will legitimately expect that the relevant authority will share it appropriately with any person or agency that will assist them in fulfilling the purposes mentioned above that the information was collected for.

For the MPS details of this and most other non-sensitive information sharing agreements will be published in line with the requirements of the Freedom of Information Act 2000, on the MPS Publication Scheme. This will also allow members of the public to understand how their personal information may be used by the MPS. This is in addition to the ready availability of the Fair Processing Notice mentioned above.

### **3.1.5 Human Rights - Article 8: The Right to Respect for Private and Family Life, Home and Correspondence**

There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

The benefits of an effective sharing of information for the purposes set out in this agreement are to the direct benefit of the citizen and so in the public interest. This agreement is:

In pursuit of a legitimate aim –

The promotion of the welfare and wellbeing of Adults at Risk through this agreement for objectives compatible with the Crime and Disorder Act 1998 and other similar legislation is a legitimate aim.

Proportionate –

The amount and type of information shared will be compliant with the Data Protection Act 1998 and the minimum necessary to achieve the aims of this agreement, to provide a better service to Adults at Risk.

Partner Organisations understand the 'Public Interest' criteria to include:

- When there is evidence or reasonable cause to believe that an adult is suffering, or is at risk of suffering, serious harm.
- To prevent the adult from harming someone else,
- The promotion of welfare of the adult;
- Detecting crime;
- Apprehending offenders;
- Maintaining public safety;
- and administration of justice.

When considering whether disclosure is in the public interest, the rights and interests of the individual must be taken into account. A fair balance between the public interest and the rights of the individual must be ensured.

### 3.1.6 Schedule 2, Data Protection Act 1998

The data Protection Act is clear that information sharing must comply with Schedule 2 in each individual case, and so it must be judged on a case by case basis. Appropriate sharing of personal information through his agreement is likely to satisfy one of the following conditions in Schedule 2

- The data subject has consented to the processing [1]  
This is applicable when an individual consents to their information being shared
- The processing is necessary in order to protect the vital interests of the data subject [4]  
This is applicable when sharing a victim's information without consent for their own benefit, where if information was not shared, their life would be in immediate danger.
- The data processing is necessary for the exercise of any functions conferred on any person by or under any enactment [5(b)]  
This is applicable when sharing through section 115 Crime and Disorder Act 1998 regarding offenders or suspected offenders.
- The processing is necessary for the purpose of legitimate interests pursued by the data controller or by the third party or parties to whom the data are disclosed, except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms of legitimate interests of the data subject[6(1)]  
This is applicable where the sharing is necessary to fulfil Common Law duties and responsibilities of partner agencies, and where the sharing is done in such a way as to not disadvantage the rights of individual whose data is being shared.

### 3.1.7 Schedule 3, Data Protection Act 1998

In the vast majority of cases, the information potentially to be shared will be sensitive personal data and so will need to additionally satisfy one of the conditions in Schedule 3. Appropriate sharing of information will likely satisfy one of the following conditions:

- The data subject has given his explicit consent to the processing of the personal data [1].
- The processing is necessary in order to protect the vital interests of the data subject where consent has been unreasonably withheld [3(b)]
- The processing is necessary for: the exercise of any function conferred on a person by or under an enactment [7(b)]
- The personal data are processed in circumstances specified in an order made by the Secretary of State for the purposes of this paragraph [10]  
These circumstances are defined in Statutory Instrument 417/2000, which provides for sensitive personal information being processed where 'The processing is necessary for the exercise of any functions conferred on a constable by any rule of law.' (Paragraph 10)

### 3.2 Second Principle

**Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.**

All data that is to be shared is obtained for lawful purposes, connected with protecting and safeguarding vulnerable members of society and preventing criminal activities. Any further use of the information, including sharing with partner agencies will be compatible with the reason the information was collected.

### 3.3 Third Principle

**Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.**

As described in 2.8, partners will consider sharing personal data about adults at risk victims or potential victims and individuals who are a risk to Adults at Risk.

All information will be shared on a case-by-case basis where it is appropriate for the receiving agency to have this information to safeguard Adults at Risk and/or protect other Adults at Risk from possible abuse.

Not all of the above information held will be shared in every case; only relevant information will be shared where the partner agency has a 'need-to-know' the information and any information shared will be the minimum necessary to fulfil the reason for disclosure.

### 3.4 Fourth Principle

**Personal data shall be accurate and, where necessary, kept up to date.**

This information comes from corporate information systems and is subject to normal procedures and validations intended to ensure data quality. Any inaccuracies should be notified to the originating agency.

Whilst there will be regular sharing of information, the data itself will be 'historical' in nature. Specifically this means that the data fields exclusively relate to individual actions or events that will have already occurred at the time of sharing. These are not categories of information that will substantially alter or require updating in the future.

### 3.5 Fifth Principle

**Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.**

The data will be kept in accordance with signatories' file destruction policy. It is acknowledged that there is a need to retain data for varying lengths of time depending on the purpose and also in recognition of the importance of historical information for risk assessment purposes. However once the information has been reviewed and has been decided it is no longer needed it will be destroyed in accordance with the holding agencies destruction policies.

### 3.6 Sixth Principle

**Personal data shall be processed in accordance with the rights of data subjects under this Act.**

- Partners to this arrangement will respond to any notices from the Information Commissioner that imposes requirements to cease or change the way in which data is processed.
- Partners will comply with subject access requests in compliance with the relevant legislation.
- The MPS reserves the right to withdraw right of use of the data at any time.

### 3.7 Seventh Principle

**Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.**

Measures to satisfy the Seventh are detailed in Section 4.

### 3.8 Eighth Principle

**Personal data shall not be transferred to a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection of the rights and freedoms of data subjects in relation to the processing of personal data**

The information is not intended for transfer outside the European Economic Area.

## Section 4

### Description of arrangements including security matters

#### 4.0 Value of the information

For the MPS the information shared through this agreement will be marked in accordance with the MPS protective marking system (PMS) and in this instance information to be shared will not exceed the grading “**Restricted**”. For example

- ▶ Cause substantial distress to individuals
- ▶ Prejudice the investigation or facilitate the commission of crime
- ▶ Breach proper undertakings to maintain the confidence of information provided by third parties
- ▶ Breach statutory restrictions on disclosure of information (except the Data Protection Act 1998)
- ▶ Disadvantage government or the MPS in commercial or policy negotiations with others

#### 4.1 Information processing where the police are involved

For the MPS where it has come to the police's attention that an adult at risk is in circumstances that are adversely impacting upon their welfare or safety and/or they are a risk to themselves or others, as well as a crime or intelligence report being created, the reporting officer will create an ‘Adult Coming to Notice’ (ACN) MERLIN report.

This report will be viewed by Lambeth police Public Protection Desk (PPD) / Multi Agency Safeguarding Hub (MASH) contact. If deemed appropriate and necessary to do so to protect and safe-guard the adult at risk, they will share the ACN on to Lambeth relevant partnership team via the secure email link within MERLIN.

If Lambeth relevant partnership team have concerns about an adult, and wish to see if the MPS hold any information relevant to them helping the adult, they will complete a request form asking for information and explaining their reasons why (Form 87V - see Annex D. This request form will be sent to the Borough PPD or MASH.

The PPD or designated borough unit will search the appropriate MPS databases and also national police systems for relevant information. The designated unit will consider the information gathered and decide whether it is proportionate, relevant and necessary to be disclosed for the purpose requested.

If it is decided that the request for information does not fall within defined categories, the original request Form 87V will be returned to the authorising manager. The reply will include an explanation as to why the request did not fall within the defined categories.

If it is decided that it is proportionate and necessary to disclose information, then the results of the search of MPS and police systems will be collated within an ACN report relating to that request. After removing where necessary any information that is not appropriate to be shared from each report, the police unit will send the finalised answer in the format of Form 87VA back to the requesting agency via the secure email link in MERLIN.

Cases referred to the Community MARAC would be those where a multi-agency approach is needed to safeguard victims, witness, suspects and/or individuals repeatedly coming to notice, and address the behaviour of those individuals either by an early intervention or by enforcement. Cases can be submitted outside the timescales in exceptional circumstances, where there is evidence of significant risk or escalation.

### Critical Request for Information

Where 'Critical Enquiries' are concerned the process will be different. A case will be considered 'Critical' if there is immediate risk of harm to the subject or others and information needs to be provided immediately to protect individuals e.g. hostage situations, acts of terrorism, serious attempt by the individual to take their own life etc.

The process for initiating contact for Critical Enquiries will be for Police to contact the 'on call' Director of the relevant partner via the switchboard on:

#### **Adult Social Care:**

For out of hours services: 020 7926 5555 – ask for Emergency Duty Team

For reaching the on-call director: 020 7926 5555 - ask for on-call Adult Social Care director

#### **SLaM:**

020 3228 6000

Monday – Friday 09:00-17:00; Lambeth Service Director

Out of above hours; On Call Director

Upon initiating a Critical Enquiry the following detail will be requested:

- Requestor's full name, job title, phone number.
- Verification that the case is genuinely 'critical' (i.e. there is immediate risk of harm to the subject or others and information needs to be provided immediately to protect individuals e.g. hostage situations, presence of weapons, acts of terrorism, etc.)

For Critical Enquiries, ONLY the following information will be disclosed:

- Whether they are known to [*relevant partner*].
- Whether they are currently engaged with services.
- Known risk factors - to self or others.
- Diagnosis or nature of mental health problem.
- Recent significant life changes that can be established from patient records that may impact on behaviour.

A record of the personal information disclosed to partners by the MPS must be created. This should include what was shared and the reason for sharing. Any decision not to share information should similarly be recorded along with the reasons for the decision.

If sharing needs to occur in fast time and a Critical Enquiry is made via telephone, a record must be similarly created on an MPS corporate system as soon as possible thereafter by the requestor.

Permission must be sought by the partner agencies from the MPS for the sharing of information outside of their respective domain. Such permission will only be granted where proposed sharing of relevant and proportionate information is within the agreed principles: i.e. for policing purposes, which includes safeguarding adult at risks. All requests made should be done so by either secure e-mail or in writing so that an audit trail exists.

### Business Continuity

The mailbox requests and information will be sent to a joint team mailbox. Although only one individual and deputy will be responsible for administrating and controlling the mailbox, other appropriate staff within the teams will have access to the mailbox, meaning if the responsible individual is away, work can continue as normal.

For MPS purposes the following must be adhered to as a minimum Monday to Friday:

- Team Mailbox is to be checked at the start of the working day between 9am and 10am for all new emails.
- A further check is to be made no later than four hours after the first check.
- A final check is to be made no earlier than 4.30pm.

Referrals to Community MARACs (or equivalent) will be made through the agency's representative, who will then provide details to the chairs for inclusions at the next panel meeting. All referral forms should be completed using the borough Community MARAC referral form and a risk checklist should be included. Referrals should be made to the panel a minimum of ten days before the meeting takes place. The chairs will distribute the referrals to other members in order for them to research and bring any work carried out with the adults at risk, victim, suspect, or witness, or any other case information to the meeting.

### Confidentiality and Vetting

The information to be shared under this agreement is classified as 'RESTRICTED' under the Government Protective Marking System. Vetting is not mandatory to view this grade of information; however the staff within Lambeth Safeguarding Adults Service/relevant partner trust who will have access to MPS information are CRB vetted. What is required at 'RESTRICTED' level access is a strict 'need-to-know' the information, which all staff viewing and accessing shared information will have.

The principles of confidentiality and vetting for information shared within the Community MARAC apply as outlined above.

## **4.5 Movement of Information - all agencies**

As mentioned previously, information will be transferred using secure email. The email addresses to be used are;

- **Police team:** LX-PPD2@met.pnn.police.uk
- **Adult Social Care:** adultsocialcare@lambeth.gcsx.gov.uk
- **SLaM:** slm-tr.slamsafeguardingadults@nhs.net



It is recognised that .gov.uk and nhs.uk by themselves are not secure email addresses and so will not be used to share RESTRICTED level information.

In the event of a failure of the e-mail system, Adult Coming to Notice reports and information forms will be shared via fax. A test sheet will be sent first to confirm the correct number has been inputted, and a response received, before the information is faxed across.

In cases of immediate risk, proactive and reactive sharing may occur using existing safeguarding referral processes following a telephone call to the department to make them aware of the report and to highlight any immediate action that has been completed / further actions required either by the relevant partner agency Any sharing via telephone will be backed up in writing for audit purposes.

### Partner's Building and Perimeter Security

Information will be kept within a secure location with a managed and auditable access control system, which the general public have no access to. This is applicable to information subject to Community MARAC.

### Storage of Information - all partners

Information requests will be sent via secure email to a joint mailbox. Each agency will have appropriate measures in place regarding the retention of information. All partner organisations who are party to this protocol will put in place policies and procedures governing the retention and destruction of records containing personal information retained within their systems.

As a general rule, partner organisations agree that personal information that has been shared will be destroyed once it no longer is of relevance to the initial inquiry.

Signatories to this agreement confirm that there are adequate security measures on their electronic systems specifically;

- Areas where shared information is stored can only be accessed via username and password.
- Partners confirm that permission to access to information shared by partners will be granted on a strict 'need-to-know' basis once it is contained within partners' electronic systems
- An audit trail is in place that captures events which evidence successful and unsuccessful access to the system and individual records.

Any papers records of information shared under this agreement must be kept in a locked container within a secure premise with a managed access control. Access to information will be limited to those with a genuine "need-to-know". When the documents are not being used they will be locked away.

Cases referred into the Community MARACs will be sent to the agreed CRMARAC contact/chair/coordinator, who will then add to the list of referrals to be heard at the next conference/meeting. After agreement by the chairs, details of the referral list will be sent to the relevant Statutory Partners 7 days prior to the conference/meeting to enable research on the subjects. This list will be sent by secure email and clearly marked 'Restricted'. Panels members will ensure that all papers are destroyed once details are entered on their agencies databases(s), restricting unauthorised access.

## Security Incidents and Breaches of the Agreement

Security breaches (including misuse of MPS information) must be reported to the relevant SPOCs within 24 hours of occurring / being detected. A list of SPOCs will be circulated for this purpose.

The MPS SPOC must immediately inform the Information Assurance Unit of any security incident or breach of MPS information, including unauthorised disclosure or loss of information, by calling 785084 or emailing 'DoI Mailbox - Security Incidents'.

Partners confirm that security breaches are covered within their internal disciplinary procedures. If misuse is found, consideration will be given to facilitating an investigation into initiating criminal proceedings. All parties are aware that in extreme circumstances, non-compliance with the terms of this agreement may result in the agreement being suspended or terminated. Breaches of Community MARAC agreement and security breaches are subject to the same reporting process and procedures.

## Disposal of Information

It is not the intention of this agreement that information will be produced in a hard format. If information is printed off of an electronic system, it will be disposed of through a RESTRICTED waste system, using a shredder, or will be returned to MPS premises for disposal.

Electronic information will be disposed of by being overwritten using an approved software utility or through the physical destruction of the computer media. Data held electronically shall be weeded according to each agencies standard operating procedure in relation to their IT systems.

Community MARAC panel members will ensure that all papers are destroyed once details are entered on their agencies database(s), restricting unauthorised access.

## Compliance

All partners are responsible for ensuring the security controls are implemented and staff are aware of their responsibilities under the Data Protection Act 1998.

Partners agree where necessary to allow peer-to-peer reviews to ensure compliance with the security section of this ISA. Compliance with these security controls will be catered for in the periodic reviews of the ISA.

*Community MARAC representatives accept responsibility for ensuring that all agreed security arrangements are complied with. Any issues around compliance with the agreed security measures will form part of the review of this arrangement.*

## Review

In accordance with the Guidance on the Management of Police Information (MoPI), this agreement will be reviewed six months after implementation and annually thereafter.

Community MARAC information sharing processes form part of this review.

## Freedom of Information Act and Subject Access Requests

Normal practice will be to make all information sharing agreements available on the MPS Publication Scheme. It is recognised that parties to this agreement may receive a request for information made under the Act that relates to the operation of this agreement. Where applicable, they will observe the Code of Practice made under S.45 of the Freedom of Information Act 2000.

This Code of Practice contains provisions relating to consultation with others who are likely to be affected by the disclosure (or non-disclosure) of the information requested. The Code also relates to the process by which one authority may also transfer all or part of a request to another authority if it relates to information held only by the other authority.

Individuals can request a copy of all the information an organisation holds on them, by making a Subject Access Request (SAR). This may include information that was disclosed to that organisation under this agreement. Where this is the case, as a matter of good practice the organisation will liaise with the originating organisation to ensure that the release of the information to the individual will not prejudice any ongoing investigation/prosecution.

### **4.2 Information processing between non-police partners**

It is impossible to cover all potential scenarios in this agreement. The overarching principles are to:

- Share as much as, but no more than, is necessary.
- Always document the reasons for sharing personal data and sensitive personal data.
- Record why it is believed the data shared is relevant and proportionate.

Within the safeguarding adults work, information may be transferred in the following ways:

- Verbally, face to face, in wider meetings or on the telephone.
- In written communications, (for example, alert / referral forms, letters, statements or reports) transferred in hard copy through internal or external mail services.
- In written communications transferred by fax.
- Documents transferred on CD, DVD or other electronic digital media.
- In written information transferred by email
- Information accessed in situ, via provision of access to organisational databases or records.

When each of these methods is used it is essential to consider the safest way to record and mark the information, and to assure safe transit and delivery. Information should be appropriately secured in transit, transferred by methods aligned to the best practice specified in the "Data Handling Procedures in Government Report – June 2008".

Verbal conversations and interviews should be recorded in a statement that is agreed by the information giver. Care must be taken to record and denote information clearly as fact, statement or opinion and to attribute any statement or opinion to the owner. All information should be recorded in such a way that it can be used as evidence in court, should that be required at a later date.

Meetings should be recorded in minutes that are agreed by the delegates present. There may be times where it is useful to pool processes for more than one enquiry in to the same meeting. In these circumstances it may be necessary to partition meetings so that contributors can be invited only for specific items, based on their need to know, and to minute the sections separately so that the records for one person do not contain inappropriate information about another person.

Written communications containing confidential information should be transferred in a sealed envelope and addressed by name to the designated person within each organisation. They should be clearly marked "Private & Confidential – to be opened by the recipient only".

When files are transferred on CD, DVD or other electronic digital media, the files should be encrypted to an appropriate standard, with decryption keys / passwords supplied separately.

When confidential information is sent by email, it should be sent and received using secure government domain email addresses, to ensure encryption of information in transit. Secure emails include the following email address domains:

- GSi (\*.gsi.gov.uk);
- CJX (\*.police.uk or .pnn.police.uk);
- GSE (\*.gse.gov.uk);
- GSX (\*.gsx.gov.uk);
- GCSX (\*.gcsx.gov.uk);

In-transit security is reliant on BOTH the sender AND recipient using one of the email domains listed above. In the absence of this, the SENDER will need to encrypt the content of the email using additional software. This may be achieved by sending an encrypted attachment.

When confidential information is sent by fax, it should be sent to a "safe haven" fax. This is a fax machine that is managed in such a way that you can be confident that information can be transferred to it in the knowledge that safeguards are in place to ensure its security and that access is restricted to assure confidentiality.

In all transfer scenarios, the onus is on the SENDER to ensure that:

- Information is transferred securely
- The chosen method is acceptable to and workable by the recipient
- Information has reached the required recipient

In the event that a recipient receives information by an unsecured route, it is incumbent on the recipient to advise the sender and agree a secure route for future transfers of information.






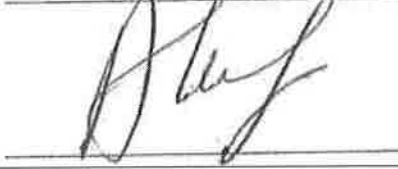
**Section 5**  
**Agreement to abide by this arrangement**

The agencies signing this agreement accept that the procedures laid down in this document provide a secure framework for the sharing of information between their agencies in a manner compliant with their statutory and professional responsibilities.

As such they undertake to:

- Implement and adhere to the procedures and structures set out in this agreement.
- Ensure that the procedures set out in this agreement are complied with where mandatory requirements to do so apply
- Ensure that all information will be shared as envisaged by this agreement, provided there is no impediment to doing so either under this agreement or pursuant to any other legal or professional obligations upon the signatories.
- Engage in a review of this agreement with partners six months after its implementation and annually thereafter.

**We the undersigned agree that each agency/organisation that we represent will adopt and adhere to this information sharing agreement:**

Agency	Post Held	Name	Signature	Date
Metropolitan Police Service	Detective Inspector Public Protection	Tracey Miller		27/05/2015
South London and Maudsley NHS Foundation Trust	Director of Social Care	Cath Gormally		29/05/2015
LB Lambeth Adult Social Care	Director of Adult Social Care	Gill Vickers		02/06/2015
Lambeth Clinical Commissioning Group	Director of Integrated Commissioning – Adults	Moira McGrath		27/05/2015
Guys and St Thomas NHS Foundation Trust	Caldicott Guardian	Prof Frances Flinter		28/05/2015
National Probation Service	Head of Service	Adela Kacsprzak		01/12/2015

## **Appendix A - Department of Health (2011) Statement of Government Policy on Adult Safeguarding, 6 principles.**

### **Principle 1 – Empowerment**

Safeguarding must be built on empowerment. Services provided should be appropriate to the adult at risk and not discriminate because of disability, age, sexual orientation, race, religion or belief, sex, pregnancy and maternity, culture or lifestyle. Victims should be supported in making their own decisions and choices. This includes decisions related to risk; a victim's own perceived vulnerability, whether they want to access criminal justice opportunities and/or be referred to partner agencies for support.

Empowering victims may require specialist support or intervention from an advocate, a language interpreter, an intermediary or another third party. There are occasions when the police have a duty to take action and share confidential information. In these circumstances the police must continue to work closely with the victim and ensure they remain central to the Process, unless to do so would increase the risk of harm to them or other Adults at Risk.

### **Principle 2 – Protection**

Assumptions will not be made about an adult's ability to protect themselves purely on the basis of visual characteristics such as age, fragility or disability. Many adults can and do safeguard themselves. Protection should focus on the provision of services for those adults who are or may be unable to protect themselves against abuse and are, therefore, in the greatest need of support. This includes adults who lack capacity to make decisions which concern their safety. Best interest decisions about the safety of people who lack capacity will be taken in accordance with the Mental Capacity Act (MCA) 2005.

### **Principle 3 – Prevention**

Prevention should be the primary aim of all agencies involved in safeguarding adults from abuse, including the police. Although effective investigative processes can assist a victim in coming to terms with abuse, they cannot always reverse the detrimental effect that abuse may have on an individual's independence, wellbeing and choice. Prevention is linked to Empowerment as it means working with Adults at Risk to develop safeguarding plans aimed at reducing the risk of abuse. This may include using available police powers to focus on the perpetrator of abuse. Response and neighbourhood policing teams have a key role in prevention.

### **Principle 4 – Proportionality**

Measures to safeguard adults must be proportionate and, in consultation with the victim, consider the least intrusive response appropriate to the risk presented. This supports the use of professional judgment and management of risk. The legal obligations which underpin This principle include the duties on public authorities in the Human Rights Act 1998 (HRA), Schedule 1. The HRA essentially makes the European Convention on Human Rights (ECHR) enforceable in UK law, but it does not incorporate the entirety of the

ECHR into UK law. If decisions are made without taking account of a victim's views, this may infringe their human rights and jeopardise other qualities of life for adults, such as the right to respect for private and family life.

### **Principle 5 – Partnership**

The Police Service aims to increase public confidence and to deliver appropriate safeguarding responses. In doing so, there is recognition that this is more likely to secure better outcomes for victims of abuse. The Police Service also acknowledges that actions by other agencies with statutory responsibility for the provision of health and social care services

May need to take place at the same time as a criminal investigation is in progress in order to safeguard one or more adult at risk.

### **Principle 6 – Accountability**

This requires staff that have contact with the public to be confident in identifying Adults at Risk, recognising situations that induce vulnerability in light of specific risk factors and being confident in responding appropriately, whether this is in a preventive or investigative role.

Sharing of Information regarding an adult at risk must be accurate, factual, relevant, necessary and proportionate for the purpose for which it is passed. Where police officers or staff have concerns for an adult at risk which are likely to lead to an external referral, they should first discuss the concerns with the adult at risk, explain what action the police will need to take in order to refer concerns to other agencies, and obtain their consent, if possible in writing, before making the referral. Police officers and staff should promote a positive and realistic image of adult social care services and other agencies to encourage and enable Adults at Risk to access the help advice and support they need, if they choose to do so.

Where consent is not forthcoming, this should not preclude officers from making an external referral and sharing confidential information, if this can be justified in the public interest. This includes situations where there is evidence or reasonable cause to believe that an adult is suffering, or is at risk of suffering, serious harm (defined as death or serious injury to a

Person's physical or mental health) or to prevent serious harm to an adult by, for example, the prevention, detection and prosecution of serious crime (defined as any crime which causes or is likely to cause serious harm to an adult).

## Appendix B - The National Standard - Headline Standard <sup>7</sup>

<b>Standard 1</b>	Each local authority has established a multi-agency partnership to lead 'Safeguarding Adults' work
<b>Standard 2</b>	Accountability for and ownership of 'Safeguarding Adults' work is recognised by each partner organisation's executive body.
<b>Standard 3</b>	The 'Safeguarding Adults' policy includes a clear statement of every person's right to live a life free from abuse and neglect, and this message is actively promoted to the public by the Local Strategic Partnership, the 'Safeguarding Adults' partnership, and its member organisations.
<b>Standard 4</b>	Each partner agency has a clear, well-publicised policy of Zero-Tolerance of abuse within the organisation.
<b>Standard 5</b>	The 'Safeguarding Adults' partnership oversees a multi-agency workforce development/training sub-group. The partnership has a workforce development/training strategy and ensures that it is appropriately resourced.
<b>Standard 6</b>	All citizens can access information about how to gain safety from abuse and violence, including information about the local 'Safeguarding Adults' procedures.
<b>Standard 7</b>	There is a local multi-agency 'Safeguarding Adults' policy and procedure describing the framework for responding to all adults "who are or may be eligible for community care services" and who may be at risk of abuse or neglect.
<b>Standard 8</b>	Each partner agency has a set of internal guidelines, consistent with the local multi-agency 'Safeguarding Adults' policy and procedures, which set out the responsibilities of all workers to operate within it.
<b>Standard 9</b>	The multi-agency 'Safeguarding Adults' procedures detail the following stages: Alert, Referral, Decision, Safeguarding assessment strategy, Safeguarding assessment, Safeguarding plan, Review, Recording and Monitoring.
<b>Standard 10</b>	The safeguarding procedures are accessible to all adults covered by the policy.
<b>Standard 11</b>	The partnership explicitly includes service users as key partners in all aspects of the work. This includes building service-user participation into it's: membership; monitoring, development and implementation of its work; training strategy; and planning and implementation of their individual safeguarding assessment and plans.

<sup>7</sup> Safeguarding Adults ADSS, 2005



## Appendix C - What is abuse and Criminal offences that may be committed against Adults at Risk

Below are the main forms of abused defined.

- **physical abuse**, including hitting, slapping, pushing, kicking, misuse of medication, restraint, or inappropriate sanctions
- **sexual abuse**, including rape and sexual assault or sexual acts to which the adult at risk has not consented, or could not consent or was pressured into consenting
- **psychological abuse**, including emotional abuse, threats of harm or abandonment, deprivation of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, verbal abuse, isolation or withdrawal from services or supportive networks.
- **financial or material abuse**, including theft, fraud, exploitation, pressure in connection with wills, property or inheritance or financial transactions, or the misuse or misappropriation of property, possessions or benefits
- **neglect and acts of omission**, including ignoring medical or physical care needs, failure to provide access to appropriate health, social care or educational services, the withholding of the necessities of life, such as medication, adequate nutrition and heating
- **Discriminatory abuse**, including racist, sexist, that based on a person's disability, and other forms of harassment, slurs or similar treatment.

A number of the other most significant laws relating to abuse faced by Adults at Risk are:

- **The Domestic Violence, Crime and Victims Act 2004** explicitly states that it is a criminal offence to physically or sexually abuse, harm or cause deliberate cruelty by neglect of a child or an adult. This legislation was introduced, in part, to emphasise the crime of abuse between partners within the home.
- **Mental Capacity Act 2005**. Creates an offence of ill-treatment or wilful neglect of a person lacking capacity by anyone responsible for that person's care.
- **Offences Against The Persons Act 1861** including grievous bodily harm with intent, grievous bodily harm, chokes /suffocates/strangles, unlawfully applies drugs with intent to commit indictable offence, poisoning with intent to endanger life/cause GBH or with intent to injure, aggrieve or annoy and assault occasioning actual bodily harm.
- **Criminal Justice Act 1988** including Common assault,
- **Medicines Act 1968** including: Unlawfully administering medication, Injurious affecting the composition of medicinal products
- **The Sexual Offences Act 2003**
- **Public Order Act 1986** including affray, fear or provocation of violence, intentional harassment, alarm or distress, and harassment/alarm or distress
- **Protection from Harassment Act 1977** including course of conduct amounting to harassment, injunctions against harassment, and course of conduct that causes another to fear.
- **Theft Act 1968** including dishonest appropriation of property, robbery, burglary dwelling house, blackmail
- **Mental Health Act 1983** including ill treatment or neglect of mentally disordered patients within hospital or nursing homes or otherwise in persons custody or care and unlawful sexual intercourse with patients/residents suffering mental disorder

Appendix D - Form 87V



**METROPOLITAN  
POLICE**

**TOTAL POLICING**

Form 87V

**INFORMATION REQUEST**

<b>Subject's Name:</b>	<b>Date of Birth:</b>	<b>Police URN:</b>
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Originator			
<b>Name/Position:</b>			
<b>Address:</b>			<b>Post Code:</b>
<b>Tel. No.:</b>			<b>Email address:</b>

Number of Subjects Requiring Checks	(USE ONE FORM PER SUBJECT)						
<b>Name:</b>	<b>Location:</b>						
<b>Date of Birth:</b>	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><b>Male</b></td> <td style="width:10%;"><input type="checkbox"/></td> <td style="width:15%;"><b>Female</b></td> <td style="width:10%;"><input type="checkbox"/></td> <td style="width:15%;"><b>Ethnicity</b></td> <td style="width:10%;"><input type="checkbox"/></td> </tr> </table>	<b>Male</b>	<input type="checkbox"/>	<b>Female</b>	<input type="checkbox"/>	<b>Ethnicity</b>	<input type="checkbox"/>
<b>Male</b>	<input type="checkbox"/>	<b>Female</b>	<input type="checkbox"/>	<b>Ethnicity</b>	<input type="checkbox"/>		
<b>Address:</b>							

Reason for Information Request (London Multiagency safeguarding Adult Guidance)	Y	N
(A) Inter-Agency Risk Management (MAPPA).	<input type="checkbox"/>	<input type="checkbox"/>
(B) Initial Assessment to justify Safeguarding investigation	<input type="checkbox"/>	<input type="checkbox"/>
(C) To assess the risk to the adult at risk and others	<input type="checkbox"/>	<input type="checkbox"/>
(D) To put in place protective measures	<input type="checkbox"/>	<input type="checkbox"/>
Consent must be sought for B, C and D from subject. If YES, where recorded? Unless overridden by Authorising person under Public interest (recorded)	<input type="checkbox"/>	<input type="checkbox"/>

<b>Supporting Circumstances / allegation (MUST BE COMPLETED)</b>

Read & Signed by Person Requesting - Manager			
TO BE DEVELOPED BY LONDON PARTNERSHIP XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
<b>Signed:</b>		<b>Print Name:</b>	
		<b>Date:</b>	

Police Use only			
Signed authority to carry out checks (DS or above)			
<b>Signed:</b>		<b>Print Name:</b>	
		<b>Date:</b>	



**Information Request- RESULT**

**This information is sent in confidence and is restricted. It must not be passed on to a third party without the express permission of the police.**

<b>For:</b> (Name of recipient)
<b>Of:</b> (Name and address of department, section, team or unit)

The following is a summary of information obtained from police checks relating to the subjects specified below. The summary has been de-personalised in accordance with the Data Protection Act 1998 and consists only of sufficient information which is assessed as being necessary and relevant for the purposes specified on the original request.

Name of Subject	Summary of information known

<b>No further action</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Form 87 URN</b>	
<b>If 'Y' state what action</b>			

<b>Supervisor (Sergeant) authorising disclosure Signature</b>			
<b>Signed:</b>		<b>Print Name:</b>	
		<b>Date:</b>	

## Appendix E - Confidentiality Statement

### Meeting confidentiality statement / ISP Summary Brief

Chair		Date of Meeting	
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Information discussed by the agency representatives, within the ambit of this meeting, is strictly confidential and must not be disclosed to third parties.

All agencies should ensure that all minutes and related documentation are retained in a confidential and appropriately restricted manner. These minutes will aim to reflect that all individuals who are discussed at these meetings should be treated fairly, with respect and without improper discrimination. All work undertaken at the meetings will be informed by a commitment to equal opportunities and effective practice issues in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

THE PURPOSE OF THE MEETING IS AS FOLLOWS:

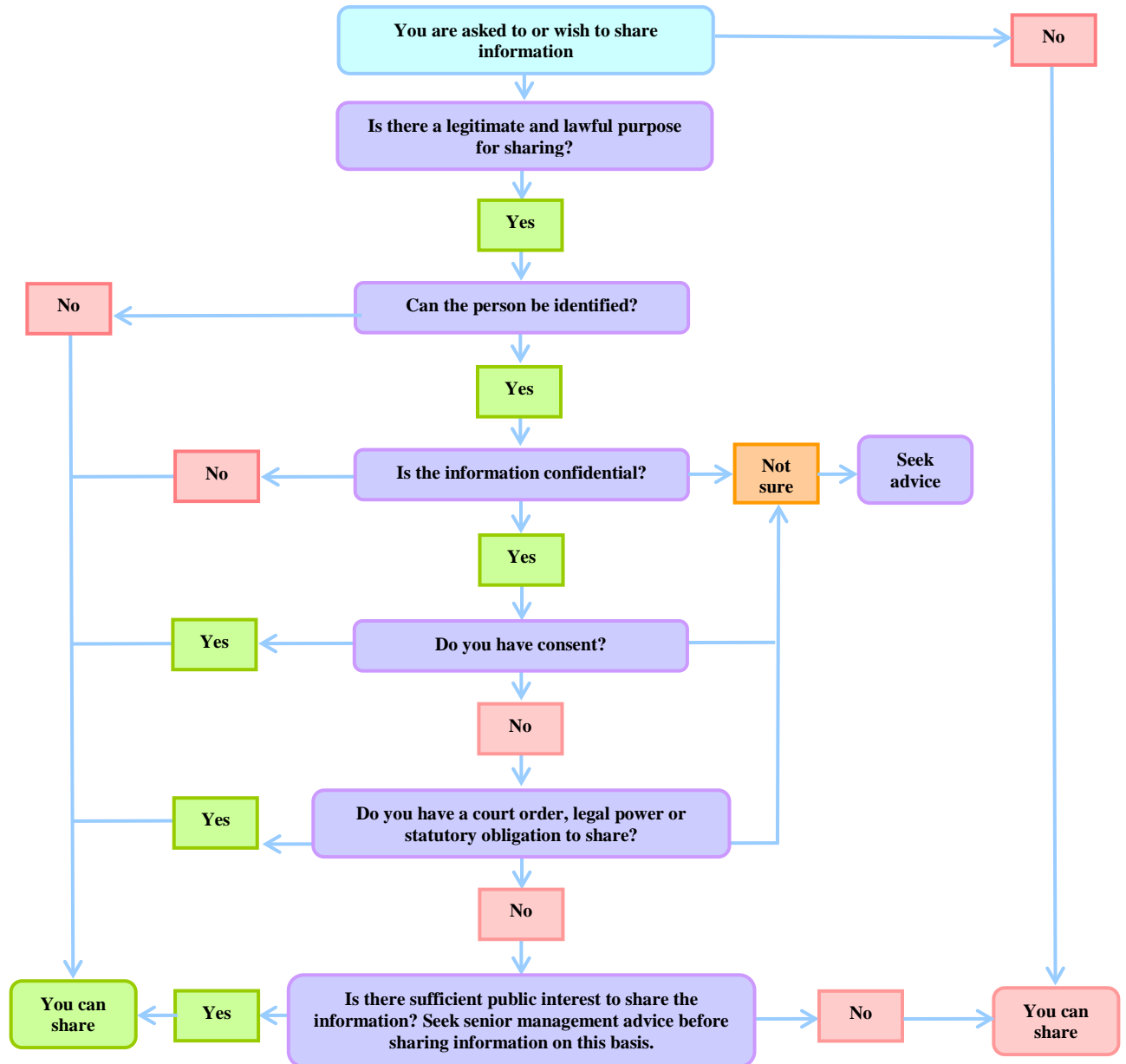
- To share information to increase the safety, health and well-being of victims – adults and their children;
- To construct jointly and implement a risk management plan that provides professional support to all those at risk and that reduces the risk of harm;
- To reduce repeat victimisation;
- To improve agency accountability; and
- Improve support for staff involved in high risk cases.

BY SIGNING THIS DOCUMENT WE AGREE TO ABIDE TO THESE PRINCIPLES.

**Meeting Confidentiality agreed / ISP Agreed (attendees)**

Agency	Name of Representative	Signature	Email

## Appendix F – Information sharing flowchart



**Share information:**

- Identify how much information to share and the relevance
- Ensure you are getting the right information to the right person
- Ensure you are sharing the information securely
- Inform the person that the information has been shared if they were not aware of this and it would not create or increase risk of harm

Record information is going to be shared and your reasons in line with your agency’s procedures

If there are concerns that a child may be at risk of significant harm or an adult may be at risk of serious harm, then follow relevant procedures without delay.

Seek advice if you are not sure what to do at any stage and ensure that the outcome of the discussion is recorded.

(Source: HM Government: Information Sharing Pocket Guide)

## Appendix G Template for request by police for disclosure of a partner agency's records

[Name of partner agency]

### PROTOCOL FOR DISCLOSURE OF [Partner agency] RECORDS TO THE POLICE

#### Introduction

1. This protocol applies to only those circumstances where [Name of Partner agency] have received a request for files from the Police. Disclosure of documentation on [Name of Partner agency] records is covered by various Statutes, Statutory Instruments, Guidance and Protocols including amongst others the following:
  - Care Act 2014
  - Data Protection Act 1998
  - Common law of confidentiality
  - Freedom of Information Act 2000
  - Human Rights Act 1998 and the European Convention on Human Rights
  - Public Interest Immunity
  - London Adult Safeguarding Policy and Procedures
  - Purpose Specific Information Sharing Agreement to Safeguard Adults at Risk Within London Borough of Lambeth
2. Whilst there is a complex interplay between all of the above [Name of Partner agency] will have regard to the following guiding considerations in dealing with any request for disclosure:
  - a. Blanket disclosure and sharing of information is to be avoided and is not permissible in law.
  - b. Consent of the individuals (or persons with parental responsibility in the case of children) referred to in the information or documentation should always be considered in the first instance and sought where possible
  - c. A decision in relation to disclosure depends on the facts of each individual case.
  - d. Only material and documents relevant to a criminal investigation should be disclosed.
  - e. The Police or Crown Prosecution Service (CPS) should be specific and clear about what information or documentation is sought. It is not for Lambeth ASC to glean or interpret what information is required by the Police or CPS.
  - f. Information and documentation may be covered by the principles of Public Interest Immunity (PII). This means that information must not be disclosed if as a matter of public policy, the public interest requires that it should not be disclosed. Where [Name of Partner agency] is of the view that information and/or documentation is subject to PII, Lambeth ASC cannot disclose that material without the court ruling on the issue of disclosure. PII is not a privilege that can be waived by the Crown or any other party including the Local Authority. It imposes a "duty" on ASC not to disclose documentation that is subject to PII without consideration by, and Order, of a court. The court will perform a balancing exercise weighing up the various competing public interests, which will include the interests of the person, respect for family life and the need for social workers to maintain a working relationship with that

person and his/her family and the wider interest in maintaining the confidentiality of the adult social care system against the need for a fair hearing, the need to protect the liberty of an individual, the need for the effective administration and prosecution of justice.

3. **Attached** is a Pro Forma Disclosure Request that can be adopted by the Police when seeking disclosure of information and documentation from [Name of Partner agency]. Use of the Pro Forma will enable [Name of Partner agency] to deal with requests expeditiously.



**[Name of Partner agency]**  
**PRO FORMA REQUEST FOR DISCLOSURE OF [Name of Partner agency]**  
**RECORDS**

<b>Date of request:</b>	
[NAME OF POLICE FORCE] requests disclosure of material held by [Name of Partner agency] in respect of the following:	
[PERSON(S) NAME(S) & DOB]	
ADDRESS:	
The [NAME OF POLICE FORCE] are conducting a criminal investigation into allegations	
MADE BY:	
AGAINST:	
<b>Consent</b>	
Have you sought the consent of the person to the disclosure of this material?	
If not, why?	
Do you object to Authority notifying the person about this request for information?	
If yes, why?	
<b>Pre or Post Charge</b>	
Has an individual been charged in respect of this criminal investigation?	
<b>Details of Offence</b>	
The allegations being investigated are - alleged offence - relevant dates - alleged victim and perpetrator - circumstances of incident - stage in investigation	
<b>Details of the alleged victim</b>	
The following person is alleged victim of the offence/s - Name of victim - Address - Date of Birth - Person involved from [Name of Partner	

agency] (if applicable) - Relationship to the Offender - Name of any relevant services involved	
<b>Details of the alleged perpetrator, if known</b>	
- Name - Address - Date of Birth - Person involved from [Name of Partner agency] (if applicable) - Relationship if any to the victim	
<b>Details of the any identified witnesses</b>	
In addition, we have obtained evidence from the following persons  - Name - Address - Date of Birth - Person involved from [Name of Partner agency] (if applicable) - Relationship to the Offender - Any other relevant information	
<b>Relevance of material sought?</b>	
I believe that [Name of Partner agency] may hold material relating to the alleged offender and/ or perpetrator and /or other persons listed above which may be relevant to our investigation and I therefore request:	
- Specify nature of material sought	
- Any specific Reports or Documents	
- Reasons why this material is relevant to the criminal investigation	
Reasons why any delay in disclosing or any refusal to disclose the documents requested may delay or prejudice your investigation	
<b>Conclusion</b>	
Please can you confirm if [Name of Partner agency] holds any such material as described above?	

We confirm that any material obtained by us in the course of our investigation will be treated as sensitive and dealt with in accordance with the Criminal Procedure and Investigations Act 1996.

Please reply by:

Please specify the reason for this deadline:

If you require any further information or wish to discuss this request, please contact me:

Name of Officer:

Email:

Telephone:

Fax:

**Acknowledgement of receipt by [name of Partner agency]**

Details of person who sent acknowledgement of receipt of this request

Name	
Role	
Address	
Telephone number	
Email	
Date request acknowledgment sent	