

# Information Sharing Agreement

## *Multi Agency Risk Assessment Conference (MARAC)*

<b>ISA Reference:</b>	<i>LBBD MARAC ISA</i>
<b>Purpose:</b>	This document has been produced to describe the processes that partners who participate in the sharing of information within the Multi-Agency Risk Assessment Conference (MARAC) will follow. It aims to encourage greater confidence in sharing information and, as a consequence, stimulate improved engagement between partners involved in the MARAC.
<b>Partners:</b>	<b>London Borough of Barking and Dagenham Council covering Children Care and Support, Community Solutions, Adults Care and Support, and Education Metropolitan Police Service Victim Support National Probation Service Community Rehabilitation Company Drug and Alcohol Services; WDP and CGL North East London Foundation Trust covering Mental Health, Health Visitors Barking Havering Redbridge University Trust covering A&amp;E and Midwifery</b>
<b>Date:</b>	01 <sup>st</sup> November 2018
<b>Review Date:</b>	01 <sup>st</sup> November 2019
<b>ISA Owner:</b>	VAWG Sub-Committee to the Community Safety Partnership
<b>ISA Written by:</b>	MARAC Coordinator
<b>Location of ISA:</b>	Roycraft House
<b>Protective Marking:</b>	NOT PROTECTIVELY MARKED

### Version Record

Version Number	Amendments Made	Authorisation
1	New ISA established	Barking and Dagenham Community Safety Partnership

## **1. INTRODUCTION**

1.1 This document has been produced to describe the processes that partners who participate in the sharing of information within the Multi-Agency Risk Assessment Conference (MARAC) and the accompanying Safeguarding Offender Management Meeting will follow. It aims to encourage greater confidence in sharing information and, therefore, stimulate improved engagement between partners involved in the MARAC. This document should be read in conjunction with the Barking and Dagenham MARAC Operating Protocol which details the operational processes and aims of the MARAC and the MARAC Representative Duties and Responsibilities.

1.2 This MARAC Information Sharing Agreement includes the Safeguarding Offender Management Meeting which complements the MARAC by providing a tactical intelligence gathering function to support the management and apprehension of wanted safeguarding nominals. This comes within the MARAC process and is included in the use of the term 'MARAC.'

1.4 This document aims to clarify under which circumstances; information will be provided by partners and later disclosed in accordance with the MARAC process. The intention is that a single, joint partner approach to disclose information is a highly efficient mechanism for reducing crime and disorder, including the protection of vulnerable persons and the community.

1.5 The processes described embody the principles of the 'interests of the child' as contained within the Children Act 1989 and the obligation contained in Section 115 of the Crime and Disorder Act 1998. They also acknowledge the requirements of the Data Protection Act 2018 and the General Data Protection Regulations 2016/679; for the processing of personal data and the Human Rights Act 1998; for rights in relation to an individual's privacy, and the common law duty for the Police to prevent crime.

## **2. Purpose of this Agreement**

2.1 The purpose of the MARAC Information Sharing Agreement (otherwise known as the ISA) is to clarify under which circumstances; information will be provided by partners and later disclosed in accordance with the MARAC process and to identify the legal grounds for allowing information to be shared in order to;

- facilitate the exchange of information for the MARAC purpose
- clarify the understanding between signatories as to agencies responsibilities towards each other and data subjects
- facilitate information sharing for the purpose of domestic homicide reviews, subject to national guidance

2.2 The Agreement covers the sharing of personal information about victims, their families and perpetrators of domestic violence within and between partner agencies.

The Agreement should be read in conjunction with the Barking and Dagenham MARAC Toolkit which sets out how partner agencies contribute to the effective operation of the MARAC, its aims, membership and processes, stating the accountability, governance and performance management structures of the framework.

This document is not a legally binding document, it aims to provide the basis for an agreement between the agencies and other organisations listed in section 3 and engaged

in MARAC to facilitate and govern the efficient, effective, and secure sharing of good quality information. It sets out:

- The principles underpinning information sharing.
- The general purposes for information sharing.
- The responsibilities and commitments of partners to this agreement.
- The arrangements for monitoring and review.

This agreement aligns with any other agreement to which agencies may already be signatories and does not in any way supersede those existing agreements.

It is not intended that this agreement be definitive or exhaustive, it is recognised that as policy develops and implementation arrangements mature, this agreement will need to be reviewed and amended considering new information sharing requirements to ensure that it is 'fit for purpose'.

### **3. Partners**

3.1 This agreement is between the following partners:

London Borough of Barking and Dagenham Council  
Metropolitan Police  
Victim Support  
National Probation Service  
London Community Rehabilitation Company  
Drug and Alcohol Services; WDP and CGL  
North East London Foundation Trust  
Barking, Havering, Redbridge University Trust

3.2 For the development of the MARAC to be successful it is essential that all agencies and organisations engaged in its development and implementation are empowered and committed to share good quality and relevant information in a responsible and secure way.

### **4. Powers**

4.1 Key pieces of relevant legislation and guidance governing disclosures made during or following MARAC meetings are;

- Crime and Disorder Act 1998 S115
- Data Protection Act 2018 (the DPA)  
General Data Protection Regulations 2016/679
- Common law duty of confidence
- Human Rights Act (the HRA)
- Caldicott Guidelines (the Guidelines) (although as these are guidelines only, if there is any conflict between them and DPA and HRA, the legislation must take precedence)
- Children Act 1989 and 2004

This list is not exhaustive

4.2 Practical Guidance relating to the application of Caldicott Guardian principles to Domestic Violence and MARACs prepared by Christopher Fincken, UK Council of

Caldicott Guardians is available at

[http://www.dh.gov.uk/prod\\_consum\\_dh/groups/dh\\_digitalassets/@dh/@en/documents/digitalasset/dh\\_133594.pdf](http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/@dh/@en/documents/digitalasset/dh_133594.pdf)

4.3 This Guidance sets out the principles which the Barking and Dagenham MARAC adopts in terms of seeking information about patients from GP's and is also relevant to all agencies working within Caldicott Guardian principles.

4.4 As stated above this agreement covers the sharing of information between all agencies and organisations listed in section 3 above and who are identified as holding relevant information for the purposes of developing, implementing, monitoring, and evaluating (MARAC)

## **5. PROCESS**

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

### **TYPES OF INFORMATION TO BE SHARED**

5.2 Information may be shared at the MARAC about the following;

- the victim(s) – this may include the new partner of a perpetrator or previous partner(s)
- the children, under the age of 18 or in full time education
- the perpetrator (or alleged perpetrator)
- members of the perpetrator's family or people with whom he/she has other relationships, where relevant to the risks posed

5.3 Information will be shared in various formats, and stored electronically. The type of information to be shared is defined:

- Personalised data
- Sensitive personalised data

5.4 Key principles governing disclosures made during or following a MARAC meeting are

- Decisions to disclose must be necessary and proportionate, taking into account prevention or detection of crime, including safeguarding someone's life and/or child protection needs
- if it is in the public interest
- right to life and to live free from inhuman and degrading treatment and torture
- if it is needed in order for confidential counselling, advice and support to take place

### **CONSTRAINTS ON THE INFORMATION TO BE SHARED**

5.5 The information shared must not be disclosed to any third party, other than those partners signed up to this agreement, without the written consent of the agency that provided the information.

5.6 All partners signed up to this agreement must store the information securely and delete when it is no longer required for the purpose for which it is provided.

5.7 The Specific Personal information shared may only be shared between local authorities for the purpose of this agreement. This information must not be shared with non-local authority partners not signed up to this agreement without the express permission of the data subject.

5.8 'Personal Data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

## **6. CONSENT**

### **6.1 Information sharing with consent**

6.2 The MARAC is a victim focused approach and it is therefore best practice to obtain consent from the victim. The referring agency should seek the consent of the victim to share information with other agencies represented on the MARAC. Consent should be sought at the earliest opportunity but in any event prior to the sharing of any information and noted on the referral form.

6.3 Consent must be given on an informed basis by explaining:

- what information is to be shared
- who it is to be shared with
- what the purpose of sharing is

### **Information sharing where consent is withheld**

6.4 If the victim refuses to give consent or it is considered too dangerous to seek consent, the referring agency needs to consider whether risks to the victim justify the sharing of information, based on their best interests.

6.5 Where personal information is shared without consent, full details need to be recorded about the information shared, the reasons justifying disclosure, the person authorising the disclosure and the persons / agencies with whom the information is shared.

6.6 In many cases the aims of the MARAC might be prejudiced if agencies were to seek consent, for example if it would put the victim at greater risk. In such cases the disclosing agency must consider the grounds to override the consent issue. It is possible to disclose personal information without consent if this is in the defined category of public interest.

6.7 For any cases where a decision is made to refer to the MARAC without consent, agencies must tick the relevant box on the Barking and Dagenham Referral Form.

## **Obtaining Consent and Sharing information with Perpetrators**

6.8 The fundamental aim of MARAC is to safeguard victims and their children from further harm. Informing a perpetrator about a MARAC referral or the MARAC process may inadvertently increase the risk to victims. Therefore in line with SafeLives guidance, perpetrators should not be informed about the MARAC process and agencies should take considerable care to ensure that information is not disclosed to perpetrators inadvertently.

6.9 Given that it will not usually be possible to obtain consent from perpetrators to share information without alerting them to the MARAC process, agencies will need to be satisfied that there are sufficient grounds to share information without their consent. In considering this it will be appropriate to remember that a referral to MARAC indicates a victim has been assessed as being at risk of homicide or serious physical harm.

## **Sharing information about Minors (children)**

6.1.1 When a child is assessed as in need of protection then consent to share information between agencies remains desirable but is not essential. Best practice is to seek consent from the non abusive parent who has Parental Responsibility (Section 2 (7) of the Children's Act 1989) rather than both parents, and always the safety of the child is paramount.

6.1.2 This means that information can be exchanged where there is no consent although agencies should always consider the Government Guidance, Every Child Matters, "Information Sharing: Guidance for practitioners and managers", (2008).

6.1.3 Where the child is the victim of domestic abuse, the same principles as above with adults apply and consent should be sought. A young person (below the age of sixteen) can give consent in their own right if it can be demonstrated that they are of sufficient age and understanding to understand the implications and consequences. However, before progressing this it would be good practice to discuss such a case with Children's Services.

## **Not meeting the requirements to share information without consent**

6.1.4 If the requirements for information sharing without consent cannot be met, then the case cannot be referred to the MARAC, and the agency concerned is limited to providing interventions from its own resources

## **7. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT**

7.1 Each partner must appoint a single point of contact (SPoC). The sharing of information must only take place where it is valid and legally justified.

7.2 All partners signed up to this agreement are both receivers and disclosers of information. For the purposes of this agreement each partner will be data controllers in common - sharing a pool of personal data, disclosing data to each other but with each processing the data independently of the others.

7.3 Each Partner maintains responsibility for Freedom of Information Requests and Subject Access Requests.

## **8. SPECIFIC PROCEDURES**

8.1 Data will be supplied in the following format:

8.2 This section should be read in conjunction with the MARAC Operating Toolkit and which sets out the processes for the despatch and identification of cases.

8.3 Information regarding MARAC cases is stored on a secure database which is password protected and is only accessed by a limited number of staff. If any agency is unable to access the MARAC information, it will be sent by and to secure email. If they do not have a secure email arrangement, it will be made for information to be sent with password protection.

8.4 Partners will adopt their own decision-making processes to ensure that only appropriate and relevant information is collated and submitted. It is the responsibility of partners to recognise and ensure that any information being shared is proportionate and necessary for the purpose for which it is being shared.

8.5 The key test to be satisfied is that the disclosure of the information would be necessary to achieve one or more of the purposes of the MARAC as identified in the MARAC operating toolkit.

8.6 At the MARAC meeting the Confidentiality Declaration will be read out by the Chair and signed by all partners and observers in attendance

8.7 Cases will be presented by the referring agency. Referral forms and any completed research forms can be downloaded prior to the meeting by each agency. All actions will be recorded and read back to the meeting for confirmation. The minutes and actions of the MARAC will be published no later than 5 working days after the meeting email (secure) where necessary.

8.8 MARAC meetings should be held in venues where information shared cannot be easily heard by other people and generally offering suitable physical security.

8.9 Each agency has responsibility to ensure that information shared at MARAC or subsequent updates is accurate. Where a partner becomes aware that information shared is inaccurate or no longer relevant then they must change it and notify the Co-ordinator and other partners.

## **9. Storage of data**

9.1 Personal data should be stored in accordance with the Data Protection principles in that it should be:

- stored securely in a locked storage cupboard – only those who legitimately require access to the data should be allowed access
- not kept longer than is necessary for the purpose and a two-year minimum due to secure space restrictions
- retained in accordance with own organisational policies
- stored electronically, with restricted access to files by those permitted to access the data, keeping it secure from other individuals within own organisations.

## **10. Key Principles:**

10.1 In signing up to this agreement the signatories agree and commit to the following principles:

- This agreement aims to align with individual partner agency statutory, legal, and common law duties This agreement is to be entered into alongside any existing protocols, procedures, policies and guidance to which the partner already adheres and does not supersede them.
- Information will only be used for the purposes stated in this agreement.
- Partner agencies comply with the requirements of the General Data Protection Regulation and in particular, the Data Protection Principles
- Partner agencies support, endorse and promote the accurate, timely, secure, and confidential sharing of information for the purposes stated in this agreement.
- Where it is agreed that it is necessary to share personal information it will be shared only on a 'need to know' basis and this will be detailed in the individual information sharing agreements.
- Personal and sensitive Information will only be shared under this agreement where there is a statutory power to do so and the conditions for processing as determined in the DPA and GDPR can be met.
- Agencies agree to ensure that data sharing takes place in accordance with their legal, statutory, and common law duties and that responsibility for ensuring that they have adequate notifications, privacy notices, policies, procedures, and guidance to do so remains with them.
- Signatories agree to the roles and responsibilities set out in section 5.
- All information will be supplied in line with the relevant standards for information quality and security

## **11. REVIEW, RETENTION, AND DISPOSAL**

Partners to this agreement undertake that personal data shared will only be used for the specific purpose for which it is requested. The recipient of the information is required to keep it securely stored and will dispose of it when it is no longer required. Partners may request a copy of information security policies when sensitive personal data is to be shared.

The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information.

## **12. REVIEW OF THE INFORMATION SHARING AGREEMENT**

12.1 This ISA will be reviewed annually from implementation and the MARAC Co-ordinator will ensure that this is scheduled within the agreed timescale.

12.2 The review will:

- ensure the contact list is up to date
- consider whether the ISA is still fit for purpose
- identify any emerging issues
- determine whether the agreement should be extended for a further period (up to two years) or whether to terminate it



12.3 The decision to extend or terminate the agreement, and the reasons, will be recorded by the MARAC Co-ordinator.

12.4 If there are any comments before the review date, they should be sent to the MARAC Co-ordinator, Barking and Dagenham Borough Council, 1st Floor, Roycraft House, 15 Linton Road, Barking, IG11 8HE

### 13. Withdrawal

13.1 Any partner may withdraw from the ISA upon giving one month's written notice to the other signatories and any data in their possession which is no longer relevant should be destroyed or returned.

13.1 The partner must continue to comply with the terms of this ISA in respect of any data that they have obtained through being a previous signatory.

### 14 INDEMNITY

14.1 Partners as receivers of information will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

### 15 SIGNATURES

15.1 By signing up to this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purpose of this agreement. Signatories must also ensure that they comply with all the relevant legislation.

15.2 The approval process will include the MARAC partner organisations, the Violence Against Women and Girls Sub Group to the Barking and Dagenham Community Safety Partnership and will be given final approval by the Chair of the Barking and Dagenham Community Safety Partnerships.

### Single Point of Contact

Organisation	Role	Name (SPoC)	Contact Number	Email
LBBB	MARAC Coordinator	Lorraine Fox	02087243733	Lorraine.Fox@lbbd.gov.uk
Metropolitan Police	MARAC Chair	DI John Arnold	02083453438	John.Arnold@met.police.uk
Victim Support	Head of Service	Rachel Nicholas	07824896099	Rachel.Nicholas@victimsupport.org.uk
LBBB Mash	Senior Social Worker	Melrose Bangura	02082275341	Melrose.Bangura@lbbd.gov.uk
LBBB Children's Care and Support	Consultant Social Worker	Lisa Lucas	02082272206	<a href="mailto:Lisa.Lucas@lbbd.gov.uk">Lisa.Lucas@lbbd.gov.uk</a>
LBBB Early Intervention	Frontline Plus Officer	Helen Brennan/ Ella Lukos	02082276619/02082275682	Helen.Brennan@lbbd.gov.uk /Ella.Lukos@lbbd.gov.uk

LBBB Adult Social Care	Locality Manager	Lois Otu Enwo	02087248 859	Lois.OtuEnwo@lbbd.gov.uk
LBBB Education	Child Missing Education Officer	Vanessa Radke	07968511 980	Vanessa.Radke@lbbd.gov.uk
NELFT Mental Health	Clinical Lead	Ally Rujmon	03005551 030 Ext: 68454	Ally.Rujmon@nelft.nhs.uk
NELFT Children's Services	Health Visitor	Emma Wright	03003001 796	Emma.Wright2@nelft.nhs.uk
BHRUT – Maternity	Safeguarding Advisor DV, CSE, Harmful Practice	Ann Kavanagh	01708 503892	Ann.Kavanagh@bhrhospitals.nhs.uk
National Probation Service	Probation Officer	Kayleigh Stevens	01708 753555 (option 2)	Kayleigh.stevens@justice.gov.uk
Community Rehabilitation Company	Contracts and Partnership Manager	Steve Calder	07464 648130	Steven.Calder@londoncrc.org.uk
Substance Misuse (CGL)	Service Manager	Chris Ayton	020 8595 1375	Chris.ayton@cgl.org.uk
Substance Misuse (WDP)	Service Manager	Antony Stewart	0300 303 4613	Anthony.stewart@wdp.org.uk

## Approval

### Signed by the Barking and Dagenham Community Safety Partnership

**Name:** Fiona Taylor

**Authority:** Director of Law Governance and Human Resources, and Chair of the Barking and Dagenham Community Safety Partnership

**Date:** 12<sup>th</sup> November 2019

**Signature:** Agreed virtually

**Date of Review:** November 2019