

## Cuckooing Multi Agency Forum Purpose Specific Information Sharing Agreement

### 1. Purpose and Background

- 1.1 This Agreement defines the specific arrangements for sharing Personal Data, Sensitive (Special Category) Personal Data, and/or confidential information, and/or private information (the 'Information') between Southwark Council and the signatory organisations below in respect of the Cuckooing Multi Agency Forum.
- 1.2 In order to share appropriate Information between partners there must be a lawful, defined and justifiable purpose(s) which supports the effective delivery of a policy or service that respects people's expectations about the privacy and confidentiality of their Information but also considers the consequences of a failure to act. This in turn must be supported by robust business processes.
- 1.3 If this Information Sharing Agreement links in with any other Information Sharing Agreements, Frameworks or contracts please state which:

### 2. Parties to this Information Sharing Agreement

- 2.1 This Information Sharing Agreement must be formally approved and signed by the Parties to enable Information Sharing to take place by persons with authority to do so on behalf of their organisation. The Parties will ensure that this Information Sharing Agreement and any associated documents are known and understood by all staff involved in the process.

<b>Party Name</b>	Southwark Adult Social Care
<b>Address</b>	Southwark Council, 160 Tooley Street, SE1 2QH
<b>Responsible Manager</b>	Salil Meech Mazumdar / Adult Social Care Team Manager
<b>Contact Details</b>	Salil Meech Mazumdar- <a href="mailto:Salil.MeechMazumdar@southwark.gov.uk">Salil.MeechMazumdar@southwark.gov.uk</a>

<b>Party Name</b>	Southwark Anti-Social Behaviour Unit
<b>Address</b>	Southwark Council, 160 Tooley Street, SE1 2QH
<b>Responsible Manager</b>	Ken Dale / Senior ASB Management Officer
<b>Contact Details</b>	<a href="mailto:Ken.Dale@SOUTHWARK.GOV.UK">Ken.Dale@SOUTHWARK.GOV.UK</a>

<b>Party Name</b>	Southwark Housing
<b>Address</b>	Southwark Council, 160 Tooley Street, SE1 2QH
<b>Responsible Manager</b>	Marie Samuel - Housing Prevention & Relief Manager Jo Wilson - Supported Hostels Manager Laurna Huggins - Resident Services Manager
<b>Contact Details</b>	<a href="mailto:Marie.Samuel@southwark.gov.uk">Marie.Samuel@southwark.gov.uk</a> <a href="mailto:Jo.Wilson@southwark.gov.uk">Jo.Wilson@southwark.gov.uk</a> <a href="mailto:Laurna.Huggins@southwark.gov.uk">Laurna.Huggins@southwark.gov.uk</a>

<b>Party Name</b>	Metropolitan Police Service
<b>Address</b>	Metropolitan Police Service, Walworth Police Station, 12-28 Manor Place, London SE17 3BB
<b>Responsible Manager</b>	Emma Cannon / Safeguarding Partnership Officer
<b>Contact Details</b>	<a href="mailto:Emma.Cannon@met.police.uk">Emma.Cannon@met.police.uk</a>

<b>Party Name</b>	National Probation Service
<b>Address</b>	Southwark Probation Office, 2 Great Dover Street, London, SE1 4XW
<b>Responsible Manager</b>	Arta Avdija / Probation Officer Matthew Scott / Probation Officer
<b>Contact Details</b>	<a href="mailto:Arta.Avdija@justice.gov.uk">Arta.Avdija@justice.gov.uk</a> <a href="mailto:Matthew.Scott@justice.gov.uk">Matthew.Scott@justice.gov.uk</a>

<b>Party Name</b>	Change Live Grow
<b>Address</b>	Cambridge House, 1 Addington Square, London SE5 0HF
<b>Responsible Manager</b>	Anna Bateman / Deputy Manager
<b>Contact Details</b>	<a href="mailto:Anna.Bateman@cgl.org.uk">Anna.Bateman@cgl.org.uk</a>

<b>Party Name</b>	South London & Maudsley NHS Foundation Trust
<b>Address</b>	Southwark Directorate, The Maudsley, 113 Denmark Hill, London SE5 8AZ
<b>Responsible Manager</b>	Sian Davis / Safeguarding Lead for Children's Adults
<b>Contact Details</b>	Sian Davis - <a href="mailto:Sian.Davis@slam.nhs.uk">Sian.Davis@slam.nhs.uk</a>

<b>Party Name</b>	Youth Offending Service
<b>Address</b>	47b East Dulwich Rd, London SE22 9AN
<b>Responsible Manager</b>	Ana Figueira / Team Manager
<b>Contact Details</b>	Ana Figueira - <a href="mailto:Ana.Figueira@southwark.gov.uk">Ana.Figueira@southwark.gov.uk</a>

<b>Party Name</b>	Community Safety Team / Community Harm and Exploitation Hub
<b>Address</b>	Southwark Council, 160 Tooley Street, SE1 2QH
<b>Responsible Manager</b>	Bethan West / Interim Head of CHEH
<b>Contact Details</b>	Bethan West - <a href="mailto:Bethan.West@southwark.gov.uk">Bethan.West@southwark.gov.uk</a>

<b>Party Name</b>	St Mungo's
<b>Address</b>	96 Great Guildford Street
<b>Responsible Manager</b>	Eammon Egerton / SPOT Manager
<b>Contact Details</b>	Eammon Egerton - <a href="mailto:Eammon.Egerton@mungos.org">Eammon.Egerton@mungos.org</a>

<b>Party Name</b>	
<b>Address</b>	
<b>Responsible Manager</b>	
<b>Contact Details</b>	

<b>Party Name</b>	
<b>Address</b>	
<b>Responsible Manager</b>	
<b>Contact Details</b>	

- 2.2 Other agencies may make referrals to the Forum and may be asked to attend to present their case. This will be agreed on a case by case basis in advance of the meeting subject to the agreement of the Forum Chair (or delegated officer). The attendee will only be present for their own case discussion and not be subject to information sharing in relation to any other case.

### 3. Definitions

- 3.1. **"Information"** means:
- Personal Data (as defined in section 1 of the Data Protection Act 1998 and any subsequent data protection legislation)
  - Information subject to a duty of confidence.
  - Sensitive or Special Category Personal Data (as defined in section 2 of the Data Protection Act 1998 and any subsequent data protection legislation).
  - Private information (for example; information relating to a person's private and family life, his home and his correspondence, in accordance with Article 8 of the Human Rights Act 1998).
- 3.3. **"Information Sharing"** means the disclosure of information from one or more organisations to a third party organisation. This includes sharing information within an organisation, for example; between local authority departments.

### 4. Details of Information Sharing

- 4.1 ***What is the purpose of the Information sharing? What is it meant to achieve?***

Description from ToR
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The Forum brings together a range of relevant agencies and services to work in partnership to ensure those subjected to cuckooing are supported and safeguarded, and to identify contextual themes pertinent to the borough.

The information sharing under this agreement will allow partners to provide the best range of services to those affected by cuckooing.

#### 4.2 **What are the potential benefits and risks to individuals and / or society of sharing or not sharing the Information?**

##### **Potential risks**

The purpose of the Forum is to support the management of those affected by cuckooing. Information will be shared specifically for the purpose of making or modifying and implementing plans to support the reduction of future harm. The risk of not sharing this information is that the lead agency will not have the full picture of the circumstances of each individual case which could influence action taken and potentially increase the risk to the individual.

##### **Potential benefits**

The benefit of sharing this information will be improved support to those affected by cuckooing; leading to reduced risk, increased safety, health and well being of adults

#### 4.3 **What Information is being shared?**

Data type	Will this be shared?	
	Yes	No
<b>Personal Data</b>		
Name	✓	
Date of birth	✓	
Address	✓	
Contact details	✓	
Police records (Police National Computer history) and reports and/or incidents of police call outs, antisocial behaviour, disorder and/or violence with relevance to reducing risk to the victim/Clare's Law Disclosures	✓	
Court appearance and judgements	✓	
Substance misuse history	✓	
Compliance with existing and previous statutory orders and licence conditions	✓	
Non-molestation orders	✓	
Prohibited Steps Orders	✓	
DVPO's (Domestic Violence Protection Orders)	✓	
Housing tenure details and housing property/tenant case notes	✓	
Social work history	✓	
Child protection involvement/safeguarding	✓	
<b>Sensitive Personal Information</b>		
Ethnicity or Race	✓	
Political Opinions		✓
Religion or philosophical beliefs		✓
Health (including disability)	✓	
Sexuality	✓	
Political opinions		✓
Trade union membership		✓

<b>Other</b>		
Other – specify		N/A

4.4 **What is your legal justification for sharing?**

Does your organisation have the power to share and if so under what legislative function? Include which Schedule 2 and Schedule 3 of the Data Protection Act 1998 conditions are met; if you're interfering with Article 8 of the Human Rights Act 1998, include the justification; if you're overriding the Duty of Confidentiality state the justification.

- **Human Rights - Article 8:** The Right to Respect for Private and Family Life, Home and Correspondence. The 'Act' states that 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,
  - the interests of public safety
  - the interests of the economic well-being of the country,
  - for the prevention of disorder or crime,
  - for the protection of health or morals,
  - for the protection of the rights and freedoms of others,

Accordingly, the sharing of information must be:

*In pursuit of a legitimate aim* - e.g. preventing disorder and crime in line with the Common Law Policing Purposes and the aims of the Crime and Disorder Act.

*Proportionate* - the information shared will be the minimum necessary to support the safeguarding of the individual and family at risk

*Appropriate and necessary to a democratic society* - e.g. supporting law and order and working to improve its effectiveness.

Partners agree that information from the Forum shared through this agreement will be appropriate and only what is necessary.

- **Data Protection Act Schedule 2 justification**
  - For the exercise of any functions conferred on any person by or under any enactment, - e.g. housing functions OR
  - To protect vital interests of the data subject
  - For the administration of justice (e.g. information passed to probation to enable completion of pre-sentence reports; conviction details as required by the judicial process)
- **Data Protection Act Schedule 3 justification**
  - for the exercise of functions conferred
  - To protect the vital interests of the data subject or another, where consent cannot be given by or on behalf of the subject, or the data controller cannot be reasonably expected to obtain consent, or where consent has been unreasonably withheld
  - For the purpose of or in connection with, any legal proceedings
  - For the administration of justice, the exercise of functions conferred on a person by any enactment, the exercise of any functions of the Crown, a Minister of the Crown or a government department
- **Common Law Police Disclosure powers**

- **Crime and Disorder Act 1998 (section 115)** – the sharing of information for the purposes of crime reduction
- **The Criminal Justice and Courts Service Act 2000**
- **The Offender Management Act 2007 (section 3)**
- **Offender Rehabilitation Act 2014**

4.5 ***Is an individual's consent required before you can share the Information?***

If not, then please provide justification as to why not. If yes, please explain when and how consent will be obtained and recorded. Has the purpose of the sharing been covered off in your privacy notice?

An individual's consent is not required for information sharing and discussion at the Forum due to the high risks and safeguarding concerns professionals hold. Cases can be discussed without consent on the following basis:

- When it is felt that the client is putting themselves at risk of harm or causing risk of harm to others or a child, or if the client discloses specific information about a criminal offence. Consent to share information will be valid during the time the client is managed as part of the Forum.
- Due to safeguarding concerns and the high risks present, consent to share information is not required

All clients who have consented will be informed that they have been discussed at the Forum and what support is in place to manage the risks. All clients are told verbally by their allocated workers what has been discussed at the meeting and what the plans will be moving forward.

Information relating to the individual will be shared between the agencies involved in the Forum for the duration of the work undertaken with them.

4.6 ***How will the Information be transmitted to the receiving Party and how will the receiving Party store the Information?***

Outline how the Information will be transmitted and which database(s), system(s) or location(s) it will be transferred between. Ensure adequate security is in place to protect data during transmission, e.g. data transfer / secure email / restricted access to authorised personnel. Outline how the information will be stored by the receiving Party, e.g., secure server - include any security measures.

What method will be used by the disclosing Party for secure transmission?	What method will the receiving Party use to securely store the Information once received?
<p>The method of sharing information will be via a secure email (CJSM, Egress, etc.) or in a password protected document, with the password provided separately through a different medium.</p> <p>Information will also be shared via face to face meetings, mainly through the Forum, and individual case conferences on an Ad hoc basis.</p> <p>Information will only be shared with Forum members of the panel who are signed up to this Information Sharing Agreement (ISA). If there is a request for wider dissemination, then this must be agreed by the originating agency and chair to govern.</p>	<p>The receipt, electronic storage and circulation of this information will be the responsibility of Southwark Council. Southwark Council will maintain case records in accordance with their data protection policy. Records will be stored via a security protected database which stores files with all relevant information relating to all cases discussed, including decision making minutes and any associated actions. This will be password protected.</p> <p>Information relating to individuals discussed will be stored on the secure password encrypted database.</p>

**4.7 Who will be responsible for ensuring safe handling of the Information?**

Information should only be shared with and accessed by those who have a legitimate need to know for the purpose of this Information Sharing Agreement. They must be adequately trained in Information Governance, data protection and confidentiality.

Name	Role	Organisation
Tim Calver	Forum Coordinator	Southwark Council
Salil Meech Mazumdar	Team Manager	Southwark Council
		Southwark Council
		Southwark Council

**4.8 Who will be the Data Controller for the purposes of the Information being shared?**

Please clarify below who the Data Controller is for the Information being shared as listed at question 4.3.

All organisations signed up to this Cuckooing Multi Agency Forum Information Sharing Agreement

**4.9 What arrangements will be in place to facilitate data subjects to exercise their rights under the relevant legislation (for example; subject access, restriction, rectification)?**

Clients will not routinely be able to access information discussed at the panel. Information discussed will remain confidential to panel members unless there is an agreement to share. This will be on a case by case basis with legal basis applied.

In respect of Freedom of Information Requests, the decision on whether to disclose and full control of the information lies with the originating agency.

**4.10 How long will the Information be kept?**

There should be agreed retention periods for the data.

All records held from the Forum will be kept active for 2 years, archived for 4 years, and destroyed at the end of this 6 year period. The data will then be non-recoverable by any means.

**4.11 How will the Information be destroyed?**

The Information should be destroyed securely and certification produced where possible to prove this has happened.

All hard copy documents relating to all cases discussed at the meetings will be destroyed by using a security compliant cross cut shredder.

**4.12 What date will the Information be shared and how often?**

Initial date must be later than the date of the signatures in section 3 above and should give an indication of subsequent dates for regular sharing.

The information will be shared on a fortnightly basis. Details of possible new cases will be circulated to panel members on a fortnightly basis by secure email and cases will be discussed at face to face at the monthly Forum.

**4.13 In the course of sharing the Information, what could go wrong, why could it go wrong and how will the Parties stop this from happening?**

The things that could go wrong are as follows: -

- Someone could inadvertently leave information on a photocopier
- Computer screens left open
- Post it notes relating to a case left on desk or an open note book which someone else could read
- Not using a secure email system
- Not password protecting your computer when it has been left unattended

The above constitute a security breach. Parties will reduce the risk of this happening by ensuring all staff have completed relevant information sharing and GDPR compliance training. Staff will be also be reminded of the importance of adhering to their organisations policies and procedures. Parties will reduce the risk of this happening by using their investigation and internal reporting procedures which are strongly in place and ensuring staff are regularly reminded of the GDPR and relevant training which they have undertaken. If a breach does take place this will be dealt with accordingly by management.

If a Data Protection Breach were to arise, a meeting would be held within 24 hours to investigate the breach and agree appropriate action.

4.14 ***When will this agreement be reviewed and by whom?***

This agreement will be reviewed by the Data Controller Southwark Council on an annual basis.

**5. Termination**

5.1 Any Party may withdraw from this Information Sharing Agreement:

- i) upon giving a minimum of three month's written notice to the other Parties to the Information Sharing Agreement; or
- ii) Immediately where any term(s) of the Information Sharing Agreement or Overarching Protocol has been breached.

5.2 Information which is no longer relevant should be confidentially destroyed or returned to the Disclosing Organisation. The withdrawing Party must continue to comply with the terms of this Information Sharing Agreement in respect of any Information that the Party has obtained through being a signatory.

**Signatory Sheet**

**Purpose Specific Information Sharing Agreement**

**Cuckooing Multi Agency Forum July 2020**

***Signed by, for and on behalf of:***

Organisation	Name	Position
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Southwark Adult Social Care	Salil Meech Mazumdar Emily Brunton Thomas Wilbey	Adult Social Care Team Manager Adult Social Care Team Manager Adult Social Care Team Safeguarding Advanced Practitioner
Southwark Anti-Social Behaviour Unit	Ken Dale Pauline Campbell	Senior ASB Management Officer Senior ASB Officer
Southwark Housing	Marie Samuel Jo Wilson Laurna Huggins	Housing Prevention & Relief Supported Hostels Resident Services
Metropolitan Police Service	Kinga Cieslak Chris Scott	Neighbourhood Policing Neighbourhood Policing
National Probation Service	Natalie Hobbs Ayodeji Ogunyemi	Probation Officer Senior Probation Officer
Change Live Grow	Jackie Boyton	Outreach Lead
South London & Maudsley NHS Foundation Trust	Sian Davis John O'Neil	Safeguarding Lead Team Manager
Youth Offending Service	Ana Figueira	Team Manager
Community Safety Team / Community Harm and Exploitation Hub	Bethan West	Interim Head of CHEH
Community Safety Team / Community Harm and Exploitation Hub	Tim Calver	CHEH Co-ordinator & IOM Administrator
Fulfilling Lives	Diana Smith	Head of Programme
St Mungo's	Eammon Egerton	SPOT Manager