

MARM Information Sharing Agreement


The established guidelines, best practice and structure for sharing information is outlined in the Tier One Overarching Information Sharing Protocol. This agreement, which is a second-level protocol, specifies how data will be legitimately shared for Multi-Agency Risk Management (MARM).

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

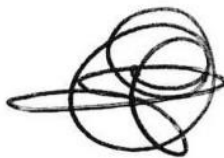





As such they undertake to:

- Implement and adhere to the procedures and structures set out in this agreement
- Ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this agreement
- Treat this document as “live” and subject to regular review and update in the first two years of the contract due to the nature and complexity of the information flows between each organisation
- Engage in a review of this agreement with partners at least annually

We, the undersigned, agree as representatives of the organisations below that we will adopt and adhere to this information sharing agreement.

Organisation	Name of Representative	Position	Signature	Date
North Somerset Council	Nick Brain	DPO – North Somerset Council		13/08/24
Access Your Care	Sam Murray	HR Director	<i>Sam Murray</i>	07/08/2024
Alliance Homes/ Support Services	Philippa Armstrong-Owen	Director of Business Services, Group Company Secretary and DPO		07/08/2024
Avon Fire & Rescue Service	Lucy Jefferies	Data Protection Officer. Information Governance Manager		09/08/2024

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Avon & Somerset Police	Kevin Coe Catherine Karlson	Head of Compliance & Data Protection Officer	<i>Catherine Karlson</i>	6 th August 2024
Avon and Wiltshire Mental Health Partnership NHS Trust (AWP) and on behalf of Mental health Integrated Network Team (MINT)	Christopher Lavin	Data Protection Officer. Information Governance Manager		14/08/2024
Care Quality Services (Nobilis)	Adindu Nwichi	Data Protection Officer		07/08/2024
Integrated Care Board	Chris Waller	Head of Data Engineering and Development		12/08/2024
Sirona care & health and on behalf of MINT	Glyn Young	Data Protection Officer		9 th August 2024
South West Ambulance Service (SWAST)	Natalie Bennett	DPO		12.08.24
University Hospitals Bristol & Weston	Sarah Wright	Head of Risk Management & Information Governance and DPO	Signed by: Sarah Wright EMail: Sarah.wright@uhbw.nhs.uk Signing time: 15-08-2024 10:20:03 IP address: 208.127.198.216	15/08/2024
With You (formally We Are With You) and on behalf of MINT	Alexandra Borghesi	Executive Director, Governance and Corporate Services (Company Secretary and DPO)		15 August 2024
Probation Service	Emma Williams	Head of Bath & North Somerset PDU	<i>Emma Williams</i>	03/09/2024

1. Introduction and Overview

Multi-Agency Risk Management (MARM) is a framework for managing risk where the individual is making a capacitated decision to live with the risk, where the risk does not come from a third party and there is remaining significant risk of harm to the individual, or others. In situations like this a multi-agency response is beneficial to support the individual in order to mitigate the risk. MARM is being in some other local authorities to support people living with high levels of risk and it has been identified that it would be beneficial for North Somerset to offer a similar service.

MARM aims to bring together key agencies in North Somerset who work with people at risk in order to share their expertise and facilitate shared decision making, accountability and a targeted multi-agency response to mitigate the level of risk. This approach will build on the good relationships developed between agencies and ensure we can provide a better joined-up approach to help reduce risk.

Senior professional representatives from agencies that have signed up to MARM have agreed to meet once a month at an 'Initial MARM meeting' to discuss up to four individuals. At this meeting senior professional representatives can make suggestions regarding how to mitigate the risk, decide if a MARM review meeting is needed for the person, who the lead agency should be to lead the review and which agencies should be involved to continue to support that person.

The MARM review meeting will only involve the professionals who are directly working with the person, or professionals that should be involved, as well as the person (should they wish to attend). It is anticipated that most of these organisations are identified as parties signing this document. If the person is open to an organisation not on the MARM Information Sharing Agreement (ISA) then a one off data sharing agreement will be put in place for that meeting. If it is identified that an agency needs to be put on the MARM ISA then they will be added when required. All parties to the MARM ISA must agree to the inclusion of any new party subject to approval of the MARM Coordinator.

2. Parties to the Information Sharing Agreement

2.1 This agreement is between the identified departments of the below organisations

Organisation name	North Somerset Council
Organisation address	Walliscote Grove Road, Weston-super-Mare BS23 1UJ
ICO registration number	Z6519259
DPO name	Nick Brain
DPO contact details	DPO@n-somerset.gov.uk

Organisation name	North Somerset & South Gloucestershire ICB
Organisation address	Floor 2, North Wing, 100 Temple Street, Bristol, BS1 6AG
ICO registration number	ZB344972
DPO/DP Lead name	Chris Waller
DPO/DP lead contact details	christopher.waller@nhs.net

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Organisation name	Avon and Wiltshire Mental Health Partnership
Organisation address	Windmill House, Windmill Road, Kenn, North Somerset BS21 6UJ
ICO registration number	Z6995243
DPO/DP Lead name	Christopher Lavin
DPO/DP lead contact details	christopher.lavin@nhs.net

Organisation name	Avon and Somerset Police
Organisation address	Avon & Somerset Police HQ, Police & Fire Headquarters, Valley Rd, Portishead, Bristol BS20 8JJ
ICO registration number	Z4882079
DPO/DP Lead name	Kevin Coe
DPO/DP lead contact details	DPO@avonandsomerset.police.uk

Organisation name	Avon Fire Authority
Organisation address	Avon & Somerset Police HQ, Police & Fire Headquarters, Valley Rd, Portishead, Bristol BS20 8JJ
ICO registration number	Z6748396
DPO/DP Lead name	Lucy Jefferies
DPO/DP lead contact details	DPO@avonfire.gov.uk

Organisation name	NSAH (Alliance Homes) Ltd
Organisation address	40 Martingale Way, Portishead, BS20 7AW
ICO registration number	Z9355710
DPO/DP Lead name	Philippa Armstrong-Owen
DPO/DP lead contact details	Philippa.Armstrong-owen@Alliancehomes.org.uk

Organisation name	Access Your Care Limited
Organisation address	Unit 6 Belvedere Court, 10 Beaufighter Road, Weston Super Mare, North Somerset, BS24 8EE
ICO registration number	ZA004460
DPO/DP Lead name	Sam Murray
DPO/DP lead contact details	Sam.murray@accessyourcare.co.uk

Organisation name	Nobilis Care North Limited
Organisation address	Crown House Stephenson Road, Severalls Industrial Park, Colchester, England, CO4 9QR
ICO registration number	ZB390608
DPO/DP Lead name	Adindu Nwichi
DPO/DP lead contact details	dpo@ceracare.co.uk / adindu.nwichi@ceracare.co.uk

Organisation name	South West Ambulance Service
Organisation address	Drove Rd, Weston-super-Mare North Somerset BS23 3NT
ICO registration number	Z2767936

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DPO/DP Lead name	Natalie Bennett
DPO/DP lead contact details	n.bennett@dataprivacyadvisory.com

Organisation name	Sirona Care & Health CIC
Organisation address	Castlewood, Tickenham Road, Clevedon, BS21 6FW
ICO registration number	Z2861455
DPO/DP Lead name	Glyn Young
DPO/DP lead contact details	glyn.young1@nhs.net

Organisation name	University Hospitals Bristol and Weston NHS Foundation Trust
Organisation address	Trust Headquarters, Marlborough St, Bristol BS1 3NU
ICO registration number	Z7060284
DPO/DP Lead name	Sarah Wright
DPO/DP lead contact details	informationgovernance@uhbw.nhs.uk

Organisation name	With You
Organisation address	35 Boulevard, Weston-super-Mare BS23 1PE
ICO registration number	Z7376908
DPO/DP Lead name	Alexandra Borghesi
DPO/DP lead contact details	data.protection@wearewithyou.org.uk

Organisation name	Probation Service (HMPPS, executive agency of Ministry of Justice)
Organisation address	102 Petty France, London, SW1H 9AJ
ICO registration number	Z5679958
DPO/DP Lead name	Yinka Williams
DPO/DP lead contact details	dpo@justice.gov.uk

- 2.2 All parties to the agreement must agree to the inclusion of any new party subject to approval of the MARM Coordinator.
- 2.3 If a new organisation joins the agreement, a party wishes to include another department in the data sharing, or a party leaves the agreement, North Somerset Council will issue an updated version of the information sharing agreement as soon as possible, certainly within one month, and circulate it to all participating organisations to re-sign

3. Purpose

- 3.1 The purpose of this agreement is to enable information to be shared between the named organisations in support of the following objectives:
- To mitigate high levels of risk to safeguard an individual.
 - To facilitate timely information sharing around risk.
 - To promote shared responsibility and accountability for high risk individuals.

- 3.2 The benefits of sharing this information are to improve outcomes for the person at risk and promote shared professional decision making and responsibility.
- 3.3 MARM is not an alternative to statutory safeguarding procedures under the Care Act 2014. If the risk of harm to the person is from a third party and the person is unable to protect themselves from the risk then the person will be supported under statutory safeguarding procedures.

4. Basis for Sharing

4.1 In writing this agreement due attention has been paid to the views of partners where possible, and has been written taking into account relevant legislation and guidelines where applicable including:

- The UK General Data Protection Regulation
- Human Rights Act 1998
- Equality Act 2010
- Freedom of Information Act 2000
- Care Act 2014
- Mental Capacity Act 2005
- Public Health Act 1936
- Environmental Protection Act 1990
- Anti-social Behaviour Crime and Policing Act 2014
- Health Services and Public Health Act 1968
- Mental Health Act 1983
- Prevention of Damage by Pests Act 1949
- Data Protection Act 2018
- Crime and Disorder Act 1998

4.2 We are relying on the following Article 6 basis for sharing personal data:

e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

The basis for processing is in relation to the statutory guidance to the Care Act 2014, which states that agencies should implement robust risk management processes to prevent concerns escalating to a crisis point, requiring action under local safeguarding arrangements.

4.3 We are relying on the following Article 9 basis for sharing of special category data:

g) processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.

4.3.1 Condition (g) is only lawful if we can also meet at least one of the conditions within [Schedule 1](#), Part 2 of the Data Protection Act 2018:

This condition is: *Safeguarding of children and of individuals at risk*

18(1) This condition is met if—

(a) the processing is necessary for the purposes of—

(i) protecting an individual from neglect or physical, mental or emotional harm, or

(ii) protecting the physical, mental or emotional well-being of an individual,

(b) the individual is—

(i) aged under 18, or

(ii) aged 18 or over and at risk,

(c) the processing is carried out without the consent of the data subject for one of the reasons listed in sub-paragraph (2), and

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

(2) The reasons mentioned in sub-paragraph (1)(c) are—

(c) the processing must be carried out without the consent of the data subject because obtaining the consent of the data subject would prejudice the provision of the protection mentioned in sub-paragraph (1)(a).

4.4 We are relying on the following Article 10 basis for sharing of information relating to criminal convictions or offences:

4.4.1 The activity meets the following condition(s) within [Schedule 1](#), Parts 1,2 or 3 of the Data Protection Act 2018.

This condition is: *Safeguarding of children and individuals at risk*

18(1) This condition is met if—

(a) the processing is necessary for the purposes of—

(i) protecting an individual from neglect or physical, mental or emotional harm, or

(ii) protecting the physical, mental or emotional well-being of an individual,

(b) the individual is—

(i) aged under 18, or

(ii) aged 18 or over and at risk,

(c) the processing is carried out without the consent of the data subject for one of the reasons listed in sub-paragraph (2), and

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

(2) The reasons mentioned in sub-paragraph (1)(c) are—

(c) the processing must be carried out without the consent of the data subject because obtaining the consent of the data subject would prejudice the provision of the protection mentioned in sub-paragraph (1)(a).

4.5 This agreement sets out the responsibilities for each party to ensure all processing of shared data is accurate, necessary, legal and ethical.

4.6 The common law duty of confidentiality is in the public interest.

5. Information to be Shared

5.1 Information about the person's background, medical history and presenting circumstances was deemed necessary by the agencies signed up to MARM to share, to get a holistic understanding of the risk. Personal data and special category information was deemed necessary in order to be able to

identify the person, share appropriate information between agencies in order to support that person and identify which agencies need to be involved to mitigate the risk.

5.2 Summary of information supplied by North Somerset Council to agencies that have signed up to MARM:

	Type of Information	How it will be shared	Frequency of sharing
A1	Personal data: e.g., name, age, gender, next of kin	<p>Personal data relating to the individual referred to the Initial MARM meeting will be shared with attendees of the meeting one week before the meeting, by email.</p> <p>When required, personal data will be shared with the attendees of the MARM Review Meeting via email, phone, or a face to face conversation, and at the meeting.</p>	Monthly and when required.
A2	Special Categories of Personal Data e.g racial or ethnic origin, data concerning health, data concerning social care history.	<p>Special categories of personal data relating to the individual referred to the Initial MARM meeting will be shared with attendees of the meeting one week before the meeting, by email.</p> <p>When required, personal data will be shared with the attendees of the MARM Review Meeting via email, phone, or a face to face conversation, and at the meeting.</p>	Monthly and when required.

5.3 Summary of information supplied by agencies that have signed up to MARM to North Somerset Council

Type of Information	How it will be shared	Frequency of sharing
Personal data: e.g., name, age, gender, next of kin	Personal data relating to the individual referred to the Initial MARM	Monthly and when required.

	<p>meeting will be shared with attendees of the meeting one week before the meeting, by email.</p> <p>When required, personal data will be shared with the attendees of the MARM Review Meeting via email, phone, or a face to face conversation, and at the meeting.</p>	
<p>Special Categories of Personal Data e.g racial or ethnic origin, data concerning health, data concerning social care history.</p>	<p>Special categories of personal data relating to the individual referred to the Initial MARM meeting will be shared with attendees of the meeting one week before the meeting by email.</p> <p>When required, personal data will be shared with the attendees of the MARM Review Meeting via email, phone, or a face to face conversation, and at the meeting.</p>	<p>Monthly and when required.</p>

5.4 Other information sharing

Future requirements to share information not captured in 5.2 and 5.3 above will be added to the table here and this data sharing agreement will be adopted as a new version.

	Type of Information	How it will be shared	Frequency of sharing
C1			
C2			
C3			

5.5 If there is a need to share information on a “one off” basis, the parties should consider whether the sharing is necessary and to ensure there is a legal basis for sharing for the purpose set out in the agreement and document their decisions.

- 5.6 If additional information is required on a repeated basis, over and above what is defined in the agreement, to enable the agreement to achieve its aims, the parties should agree an addition to the sharing agreement, ensuring that the new information sharing has a legal basis. This addition should be added to the agreement and all parties should re-sign.
- 5.7 A variety of information will continue to be shared for other purposes, covered by existing legislation and guidance. For example, information in relation to:
- [North Somerset Safeguarding Adults Board Information Sharing Protocol](#)
 - No Secrets
 - Adults Social Care legislation
 - Housing legislation
 - Freedom of Information Act (2000)
- 5.8 The terms of this agreement will apply to such additional information sharing, except to the extent that they conflict with any statutory or otherwise existing arrangements.

6. Methods of Data Exchange and Storage (Security Measures)

Each Party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks concerning the data processed and shared.

The information will be shared through a variety of means, including:

- On LAS (adult social care record keeping system)
 - Secure e-mail
 - Telephone conversations
- 6.1 Information should only be shared securely and between identified individuals or job roles that need to know the information.
- 6.2 Acceptable exchange mechanisms for electronic information are:
- On LAS (adult social care record keeping system)
 - Secure e-mail
- 6.3 Acceptable exchange mechanisms for hard copy information are:
- Secure registered post.
- 6.4 The below exchange mechanisms should not be used to transfer information:
- Non-recorded delivery post
 - Unencrypted emails
 - Password protected emails
 - Hand delivery
- 6.5 Information that is shared should be clearly marked with the name of the originator.
- 6.6 Shared information should be stored securely by the receiving organisation.

7. How the Information will be Used

- 7.1 The parties undertake that information shared under this agreement will only be used for the specific purpose for which it was shared, in line with this agreement.
- 7.2 The information will be used only for the purposes of delivering and monitoring the services specified in the contract between North Somerset Council and all parties.
- 7.3 Information shared under this agreement must not be shared for any other purpose than those detailed, or with a third party that is not a party to this agreement.

8. Information Management

- 8.1 In each case, the originating organisation remains the Controller of the information that is shared. Where information is edited by the recipient party, the recipient party must clearly identify the altered copy.
- 8.2 The information that has been shared should be retained for six years by North Somerset Council, or in line with each organisations retention period.
- 8.3 Hardcopy records that are eligible for destruction should be destroyed in accordance with European Standard, DIN66399:
 - General documents should be treated as security level 1
 - Inter-organisation documents that do not contain personal information should be treated as security level 2
 - Documents that contain personal information should be treated as security level 3
- 8.4 Electronic records that are eligible for destruction should be destroyed in accordance with HMG Info Sec Standard 5.
- 8.5 If a party leaves the agreement, the information that has been shared will be returned in a useable format, and as per the terms of the contract.
- 8.6 All parties are responsible for the quality of the information that they are sharing.
- 8.7 Before sharing information, parties will check that the information being shared is accurate and up to date to the best of their knowledge.
- 8.8 Any inaccuracies identified in the data must be relayed to all parties in this agreement as soon as possible, and no later than within five working days.
- 8.9 It is incumbent on all parties that all the information being shared will be protected from inappropriate and unlawful access.
- 8.10 Parties will ensure that all staff, including temporary and agency staff, are aware of conditions and responsibilities about appropriate sharing and use of data arising from this agreement.

9. Specific Points of Contact

- 9.1 Each organisation will identify a Specific Point of Contact (SPOC) who will assume ownership of the information sharing interfaces between the organisations.

- 9.2 The SPOC will be the first port of call for questions about the agreement within their organisation. SPOCs must be contacted if there is a problem, such as an information security breach.
- 9.3 Access to the shared information should only be given to those organisations and departments that are parties to the agreement.

10. Rights of Data Subjects

- 10.1 All Parties must assist the Controllers by taking appropriate technical and organisational measures to the extent that, in the absence of such measures, the Controllers shall be unable to comply in accordance with Data Protection Legislation with the exercise by Data Subjects of their rights under the Data Protection Legislation.
- 10.2 Each party is responsible for responding to data subject access requests (DSARs), and requests submitted under the Freedom of Information Act and Environmental Information Regulations made to their organisation.
- 10.3 Any complaints made by data subjects will be dealt with by the receiving party, advising the other parties where necessary.
- 10.4 Where necessary, the parties will assist each other in fulfilling the obligations set out in the relevant legislation.
- 10.5 Parties will ensure that service users are advised of any purpose for which data will be shared under this agreement, by issuing them with a fair processing notice.

11. Information security breach procedures

- 11.1 Each organisation confirm they have established Incident Reporting and Management procedures, consistent with the Information Commissioner's guidance for investigating and handling security breaches.
- 11.2 In the event of a data security breach, the identifying party will notify all organisations in this agreement as soon as possible, and within 24 hours.
- 11.3 The data controller responsible for the breach shall assume responsibility for the subsequent handling
- 11.4 Access to the shared information should only be given to those organisations and departments that are parties to the agreement.

12. Indemnity

No party accepts liability should another party incur a loss as a result of data which it has supplied to that party under this agreement being processed by that other party, or by any person to whom that other party has passed the data.

13. Termination and Review of Agreement

- 13.1 The terms of the agreement will be reviewed three months after its launch and annually thereafter, or as a result of a formal contract change control document being issued, or following a significant change that could impact the agreement (such as a legislative change).

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- 13.2 The party responsible for initiating review of the agreement is the North Somerset Safeguarding Adults Board (NSSAB).
- 13.3 Any party can suspend the agreement for 30 days if they have evidence that that security has been seriously breached.
- 13.4 This agreement may be terminated by any of the parties giving written notice of at least four weeks.