













ADULTS AT RISK OF HARM

INFORMATION SHARING PROTOCOL BETWEEN
ABERDEEN CITY COUNCIL, ABERDEENSHIRE COUNCIL, MORAY COUNCIL, NHS
GRAMPIAN, POLICE SCOTLAND, OFFICE OF THE PUBLIC GUARDIAN (SCOTLAND),
SCOTTISH AMBULANCE SERVICE AND SCOTTISH FIRE AND RESCUE SERVICE.

ISP Version	Date Amendments Made	Authorisation
VO.1	17/11/2010	Inga Heyman
VO.2	28/02/11	J Anderson
VO.3	28/04/11	J Anderson
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V0.5	02/09/11	J Anderson
V0.6	25/01/12	J Anderson
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1. PARTNERS

1.1 This protocol is between the following organisations:

ABERDEEN CITY COUNCIL, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its principal place of business at the Town House, Broad Street, Aberdeen, AB10 1AQ (hereinafter referred to as "ACC")

ABERDEENSHIRE COUNCIL, a local authority constituted under the Local Government etc (Scotland) Act 1994 and having its principal place of business at Woodhill House, Westburn Road, Aberdeen, AB16 5GB (hereinafter referred to as "Aberdeenshire");

MORAY COUNCIL, a local authority constituted under the Local Government etc (Scotland) Act 1994 and having its principal place of business at the Council Offices, High Street Elgin, Moray, IV30 1BX (hereinafter referred to as "Moray");

GRAMPIAN HEALTH BOARD (also known as NHS Grampian) a body corporate established under the National Health Service (Scotland) Act 1978 (as amended) and having its principal place of business at Summerfield House, Eday Road, Aberdeen, AB15 6RE (hereinafter referred to as NHSG).

POLICE SCOTLAND, a police force constituted by the Police and Fire reform (Scotland) Act 2012, and having its principal place of business at Police Scotland Headquarters, PO Box 21184, Alloa, FK10 9DE (hereinafter referred to as Police)

OFFICE OF THE PUBLIC GUARDIAN (SCOTLAND), headed by the Public Guardian an official constituted under the Adults with Incapacity (Scotland) Act 2000 and having its place of business at Hadrian House, Callendar Business Park, Callendar Road, Falkirk, FK1 1XR (hereinafter referred to OPG).

SCOTTISH AMBULANCE SERVICE, a Special Health Board established under the National Health Service (Scotland) Act 1978 (as amended by the Scottish Ambulance Service Board Order 1999) and having its principal place of business at Gyle Square, 1 South Gyle Crescent, Edinburgh, EH12 9EB (hereinafter referred to as SAS).

SCOTTISH FIRE AND RESCUE SERVICE, a body corporate constituted under the Fire (Scotland) Act 2005 (as amended) and having its principal place of business at, Westburn Drive, Cambuslang, G72 7NA (hereinafter referred to as SFRS)

The above organisations will be hereafter referred to as 'the partnership organisations'.

2. PURPOSE AND SCOPE

2.1 This protocol sets out the procedure for sharing information between the partnership organisations in respect of adults who are known, or suspected to be, at risk of harm, otherwise known as "Adults at Risk".

For the purposes of this protocol, an "Adult at Risk" is defined as an adult Aged 16 years or older who meets the criteria below:

- is unable to safeguard their own well-being, property, rights or other interests, and
- is at risk of harm, and
- because they are affected by disability, mental disorder, illness or physical or mental infirmity, are more vulnerable to being harmed than adults who are not so affected¹.

For the purposes of this protocol the definition of "harm" is that defined in section 53 of the Adult Support and Protection (Scotland) Act 2007 ("the 2007 Act"), namely; "All harmful conduct and, in particular, includes-

- (a) conduct which causes physical harm
- (b) conduct which causes psychological harm (for example: causing fear, alarm or distress),
- (c) unlawful conduct which appropriates or adversely effects property, rights or interests (for example: theft, fraud, embezzlement or extortion),
- (d) conduct which causes self-harm".
- 2.2 The protocol shall be read in conjunction with the Grampian Data Sharing Partnership Memorandum of Understanding for the Sharing of Information (hereinafter referred to as "the Memorandum of Understanding") and the Grampian Interagency Policy and Procedures for the Support and Protection of Adults at Risk of Harm (hereinafter referred to as "the guidelines").
- 2.3 The 2007 Act places a number of duties on the Councils to:
 - I. make enquiries to establish whether action is required, where it is known or believed that an adult is at risk of harm and that intervention may be necessary;
 - co-operate with other councils and other bodies (including but not limited to the other partners to this protocol);
 - III. inform the adult that they may refuse to answer any question put to them or may refuse to consent to a medical examination;
 - IV. request examination of health, financial or other records relating to the individual;
 - V. visit the adult at risk at reasonable times;
 - VI. have regard to the importance of the provision of appropriate services, where the Council considers that it needs to intervene in order to protect an adult at risk of harm;
 - VII. protect property owned or controlled by an adult who is removed from a place under a removal order:
 - VIII. set up an Adult Protection Committee to carry out various functions in relation to adult protection in its area.
- 2.4 If more than one person is involved with an adult, because the adult lives in a different place from their home address, the Council in whose area the adult lives shall lead any

Section 1(3) of the Adult Support and Protection (Scotland) Act 2007

- investigation. In terms of the duties in 2.3 above, it may be necessary for the lead Council to work with the Council in whose area the home address is.
- 2.5 Section 5 of the 2007 Act places a duty on other bodies (including the Police, NHS (including the Scottish Ambulance Service), Office of the Public Guardian and other public bodies) to co-operate with a Council making inquiries to establish whether action is required where it is known or believed that an adult may be at risk.
- 2.6 The Scottish Government has recommended in the Adult Support and Protection Code of Practice that all relevant stakeholders participate and although not specifically named by section 5, the Scottish Fire and Rescue Service can legitimately share information under the Data Protection Act 1998 Schedule 2(5) and Schedule 2(7). The Scottish Fire and Rescue Service may become involved with adults whom they know or believe as being at risk, and may therefore have cause to refer people to the lead Council, and as such have a direct part to play in protecting people from risk of harm.

3 THE LEGAL BASIS FOR SHARING INFORMATION

- 3.1 Information about adults at risk may be shared between the partner organisations under the following provisions:
 - The Adult Support and Protection (Scotland) Act 2007 ("the 2007 Act"), specifically section 5.
 - The Data Protection Act 1998 ("the DPA"), specifically Schedule 2(5) and Schedule 3(7)
 - Common Law of Confidentiality
 - The Human Rights Act 1998

4. WHAT TO SHARE?

- 4.1 Partner organisations should contact the lead Council if the organisation has concerns and/or believes that the adult is known, or is suspected, to be at risk of harm. As a minimum, the partner organisation should disclose the information contained within the form attached in Part 1 of the Schedule to this protocol.
- 4.2 Where a Council Officer has determined that a person is, or is suspected to be, an adult at risk of harm, the officer may request information from any partner organisation(s), or other organisations not party to this protocol in accordance with sections 4 and 10 of the 2007 Act. When making such a request, the Council Officer should consider what information will be reasonably required for the support and protection of that adult.
- 4.3 In the event of uncertainty as to the relevance of information the person holding the information should seek advice from their line manager before deciding whether or not to share information.
- 4.4 The decision about what information to share with a partnership organisation will often depend on the particular inquiries the Council makes or the involvement of other partner organisations with an adult. However, any information which is to be shared should be lawful, proportionate, adequate and necessary for the purpose of this protocol.

Sharing information, in the context of adults at risk may be required for any one of the following purposes:

- An initial alert;
- an initial referral discussion:
- an adult protection meeting;
- an investigation being conducted;
- a case conference;
- ongoing support as defined in an Adult Protection Plan or review/ learning and debriefing.

5. RESTRICTIONS ON THE USE OF INFORMATION

- 5.1 By signing this Protocol, Partner organisations confirm that their use and disclosure of personal information is in accordance with the Data Protection Act 1998 and the Memorandum of Understanding.
- 5.2 ANY PERSONAL DATA DISCLOSED UNDER THIS PROTOCOL MUST NOT BE DISCLOSED BY ANY PARTNER TO ANY THIRD PARTY OR USED FOR ANY SECONDARY PURPOSE WITHOUT THE WRITTEN CONSENT OF THE PARTNER THAT PROVIDED THE INFORMATION.
- 5.3 Information disclosed under this protocol may be disclosed, or a secondary use made of that data by third parties, where any partner to this protocol is obliged to disclose such information as a result of Court Order or because the recipient of such data has a statutory duty obliging such disclosure. Each partner organisation shall notify the originator of the information of any third party disclosure it is required to make in terms of this paragraph.
- Where an individual makes a request to access information about themselves, the partner organisation receiving that request shall seek the permission of all relevant partner organisations before disclosing the personal data to the data subject. If a partner organisation refuses "permission" it may still be appropriate to provide the information if it is deemed "reasonable in all the circumstances" to do so. Refusal of consent by a partner organisation will be considered but information may still need to be provided. Permission regarding disclosure, shall be given by the Point of Contact in each partner organisation.

6. ROLES AND RESPONSIBILITIES

- 6.1 Each partner organisation should identify a point of contact who will have responsibility for compliance with this protocol within their organisation. This should also be the person to participate in annual review of the protocol and act as a contact if there are any issues with the same.
- Aberdeen City Council shall have responsibility for reviewing the protocol and making any amendments to the protocol which are deemed necessary by the partner organisations. The review will take place annually and shall be led by an officer in Aberdeen City Health and Social Care Partnership.

6.3 The following individuals are the Point of Contacts in relation to this protocol:

POST	PARTNER	TELEPHONE NUMBER	EMAIL ADDRESS
Detective Inspector, NE Concern Hub	Police Scotland	01224 306901	NorthEastConcernHub@scotland.pnn.police.uk
Chief Officer, Health and Social Care Partnership	Aberdeen City Council	01224 264085	AdultProtection@aberdeencity.gov.uk
Chief Officer, Health and Social Care Partnership	Aberdeenshire Council	01467 533100	adultprotectionnetwork@aberdeenshire.go v.uk
Head of Adult Health and Social Care	Moray Council	01343 567127	Jane.Mackie@moray.gov.uk
Adult Support & Protection Lead	NHS Grampian	01467 672780	susan,carr2@nhs.net
Business Support Manager	Office of the Public Guardian (Scotland)	01324 677131	opg@scotcourts.gov.uk
Area service Manager, North Grampian	Scottish Ambulance Service	013398 87578	bryanjamesmilne@nhs.net
Prevention and Protection Manager	Scottish Fire and Rescue Service	01224 728600	N.ABMPreventionandProtection@firescotl and.gov.uk

7. CONSENT

- 7.1 Consent means "any freely given, specific, informed and unambiguous indication of the data subjects wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her"
- 7.2 In accordance with the guidelines, an adult's explicit consent should be sought and recorded by the organisation having contact with the adult. Where officers are reasonably of the view that the adult is unable to consent due to he/she being incapable of understanding what it is they are being asked to consent to, or the consent has been obtained as a result of the adult being subject to undue pressure, then the officer should consult the guidelines for further information.
- 7.3 Whilst consent is preferred and is good practice if it is not obtained or is refused this does not provide a barrier against sharing information about the adult for the purposes of this protocol. The relevant conditions legitimising information sharing under the DPA are Schedule 2 (5)(b) and Schedule 3 (7)(1)(b), namely that the 2007 Act provides a Council with the power to request information and imposes a duty on partner organisations to cooperate and disclose information about an adult at risk to a Council as in section 2.3.

8. PROCESS FOR SHARING INFORMATION

8.1 Referrals to Councils can be made by telephone, secure email, in person or by recorded first class post.

- 8.2 Where information is to be shared via telephone, steps must be taken to verify the caller's identity e.g. establish Police rank/ or role in agency and obtain a contact telephone number. Where it is appropriate to share information, the call should be returned and the relevant information disclosed. Concerns may also be brought to a partner organisations attention from members of the public. Where possible officers should follow the steps above, noting that there may be circumstances where a caller wishes to remain anonymous.
- 8.3 Email correspondence is permitted from a secure email to a receiving secure email. If you are unsure the email is secure, please check with the organisation you are transferring the information to.
- 8.4 Sometimes it may be appropriate to hand deliver information in person. Where the intention is to hand deliver information, the covering envelope should be addressed to a named officer in the partner organisation. The name and role of the person the envelope has been handed to must be obtained, if it is not the recipient.
- 8.5 If the information is to be sent by post, this should be by way of first class Special Delivery post so that it is traceable. The covering envelope should be addressed to a named officer in the partner organisation.

Note: Fax must not be used in any circumstances as security cannot be guaranteed.

- 8.6 Information may also be shared by officers or professionals from partner organisations at multi agency meetings such as an adult protection meeting or case conference.
- 8.7 Where a Council makes a request for information to partner organisations, it should refer to the guidelines for information on how to make such a request. All requests must comply with the principles of the Data Protection Act 1998.
- When a decision has been made by a partner organisation to share information, a record of the disclosure will be kept by that organisation, which shall include
 - the information disclosed:
 - person to whom the disclosure was made;
 - date of the disclosure;
 - reason for the disclosure;
 - signature of person making the disclosure, where appropriate; and
 - whether disclosure was made with or without consent.
- 8.9 Partner organisations will also keep a record of all requests for information that are refused for no longer than is necessary in terms of the Data Protection Act 1998. The record shall include
 - the information requested;
 - the reason for refusal, and
 - the person who took the decision to refuse the request.
- 8.10 The process for sharing information is summarised in the chart in Part 2 of the Schedule to this protocol.

9. RETENTION AND DISPOSAL

- 9.1 Partner organisations undertake to store information securely, having regard to their respective records management policies.
- 9.2 The recipient of the information is required to keep it securely for as long as necessary, having regard to their involvement with the adult and the partner organisation's records management policy.
- 9.3 Information disclosed or shared under this protocol shall be disposed of securely for example, by secure shredding, once the partner organisation holding it, determines it is no longer necessary to retain it.

10. INDEMNITY

10.1 In the event that the third party who has suffered harm as a result of such breach seeks damages (whether at common law, under Section 13 of the DPA 1998 or otherwise) from a partner which was not in breach of its obligations, that partner shall be entitled to be indemnified by the partner in breach of its duties hereunder in accordance with the provisions of clause 12.4 of the MOU.

11. WITHDRAWAL FROM THE PROTOCOL

- 11.1 Any partner organisation may withdraw from this protocol on giving six months' written notice to the others of their intention to do so.
- 11.2 This protocol may be varied only by the written agreement of all of the partners.
- 11.3 This protocol shall terminate on the execution by the partners (or their successors) and coming into force of another Protocol on sharing personal data which is expressly stated to supersede this protocol or the MOU.

12. COUNTERPARTS

- 12.1 This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts, all as permitted by The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015.
- 12.2 If executed in counterparts:
- 12.2.1 this Agreement will not take effect until each of the counterparts had been delivered; and
- 12.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
- 12.2.3 the date of delivery of this Agreement will be inserted in the testing clause in the blank provided for the delivery date.

13. SIGNATORIES

13.1 By signing this agreement, all signatories accept responsibility for its execution and agree to ensure the staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purposes of this agreement.

They are executed for and on behalf of Ab	erdeen City Council, at Aberdeen, by	
Signed Co Co Signatory) Name EJENO COSTISIE Position TEOM LECICES Date 14 JUNE 2017	Signed CRUONUO witness) Hame Karen Androa Ritchie Position Legal Support Assiston Date 14 JUNE 2017.	rt
They are sealed with the Common Aberdeenshire Council, at Aberdeen, by	Seal and executed for and on beh	alf of
Signed(Authorised Signatory) Name Position Date		
They are sealed with the Common Seal a Council, at Elgin, by	and executed for and on behalf of The I	Vioray
Signed(Authorised Signatory) Name Position Date		
They are executed for and on behalf of Gra	ampian Health Board at Aberdeen, by	
Signed	Signed (Authorised Signatory/Witness) Name Position Date	

1	3.	SIGN	IATO	RIES

By signing this agreement, all signatories accept responsibility for its execution and agree to ensure the staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purposes of this agreement.

IN WITNESS WHEREOF these presents consisting of this and the 8 preceding pages, together with the Schedule are executed as follows, in counterpart with a date of delivery of2017.

They are executed for and on behalf of Aberdeen City Council, at Aberdeen, by

Signed	Signed
(Authorised Signatory)	(witness)
Name	Name
Position	Position
Date	Date

They are sealed with the Common Seal and executed for and on behalf of Aberdeens/lire/Council, at Abertleen, by

Signed.....

(Authorised Signatory)

Name Position

Date

CO. A'Shie Health + Soul Coe Pulsty 25/7/17

They are sealed with the Common Seal and executed for and on behalf of The Moray Council, at Elgin, by

Signed..... (Authorised Signatory) Name Position Date

They are executed for and on behalf of Grampian Health Board at Aberdeen, by

Signed...... Signed..... (Authorised Signatory) (Authorised Signatory/Witness)

Name Name Position Position Date Date

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П	3.	SIGN		
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IN WITNESS WHEREOF these presents consisting of this and the 8 preceding pages, together with the Schedule are executed as follows, in counterpart with a date of delivery of2017.

They are executed for and on behalf of Aberdeen City Council, at Aberdeen, by

They are sealed with the Common Seal and executed for and on behalf of Aberdeenshire Council, at Aberdeen, by

Signed.....(Authorised Signatory)
Name
Position
Date

They are sealed with the Common Seal and executed for and on behalf of The Moray Council, at Elgin, by

(Authorised Signatory)

(IIII)

Name Graham Jarvis

Position Head of Lifelong Learning, Culture and Sport

Date 23 May 2017

They are executed for and on behalf of Grampian Health Board at Aberdeen, by

REED!

(Authorised Signatory) (Authorised Name Name Position Position Date Date

13.	SIGN	IAT	ORI	ES
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IN WITNESS WHEREOF these presents consisting of this and the 8 preceding pages, together with the Schedule are executed as follows, in counterpart with a date of delivery of2017. They are executed for and on behalf of Aberdeen City Council, at Aberdeen, by Signed..... Signed..... (Authorised Signatory) (witness) Name Name Position Position Date Date They are sealed with the Common Seal and executed for and on behalf of Aberdeenshire Council, at Aberdeen, by Signed..... (Authorised Signatory) Name Position Date They are sealed with the Common Seal and executed for and on behalf of The Moray Council, at Elgin, by Signed.....

They are executed for and on behalf of Grampian Health Board at Aberdeen, by

Signed.....Signed.....

(Authorised Signatory)
Name Dr Nick Fluck
Position Medical Director
Date 22 May 2017

(Authorised Signatory)

Name Position Date

(Authorised Signatory/Witness)

Name Lyndsay Cassie

Position PA – Medical Director

Date 22 May 2017

They are executed for and on behalf of Police	ce Scotland at Aberdeen, by
Signed AND Signatory) (Authorised Signatory) Name KATE STEPHEN Position SUPELINIENDEN Date 27 6 17	Signed Alanchaus (Authorised Signatory/Witness) Name Elaine Locue Position CHIEF INDEXTOR Date 27/6/17
They are executed for and on behalf of Offic at , by	ce of the Public Guardian (Scotland)
Signed(Authorised Signatory) Name Position Date	Signed
They are executed for and on behalf of Sco t at , by	ttish Ambulance Service
Signed(Authorised Signatory) Name Position Date	Signed(Authorised Signatory/Witness) Name Position Date
They are executed for and on behalf of Scot at , by	ttish Fire and Rescue Services
Signed(Authorised Signatory) Name Position Date	Signed(Authorised Signatory/Witness) Name Position Date

Date	Date
They are executed for and on behalf of Office at $\angle ALKIRK$, by	e of the Public Guardian (Scotland)
Signed. S.M. Janald (Authorised Signatory) Name SANDRA MYDENAND Position PUBLIC QUARCOLAND Date 35117	Signed. Peberchy (Authorised Signatory/Witness) Name MORAG PEBERDY Position EXECUTIVE ASSISTANT Date 3/5/17.
They are executed for and on behalf of Sco t at , by	ttish Ambulance Service
Signed(Authorised Signatory) Name Position Date	Signed
They are executed for and on behalf of Sco at , by	ttish Fire and Rescue Services
Signed(Authorised Signatory) Name Position Date	Signed(Authorised Signatory/Witness) Name Position Date

They are executed for and on behalf of Police Scotland at Aberdeen, by

Signed(Authorised Signatory) Name Position Date	Signed(Authorised Signatory/Witness) Name Position Date
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Signed(Authorised Signatory) Name Position Date	Signed(Authorised Signatory/Witness) Name Position Date

They are executed for and on behalf of Police Scotland at Aberdeen, by

Signed(Authorised Signatory) Name Position Date	Signed(Authorised Signatory/Witness) Name Position Date
They are executed for and on behalf of at , by	Office of the Public Guardian (Scotland)
Signed(Authorised Signatory) Name Position Date	Signed (Authorised Signatory/Witness) Name Position Date
They are executed for and on behalf of at , by	Scottish Ambulance Service
Signed(Authorised Signatory) Name Position Date	Signed(Authorised Signatory/Witness) Name Position Date
They are executed for and on behalf of at Aberdeen, by	Scottish Fire and Rescue Services
Signed O. Lour	Signed
(Authorised Signatory) Name David Rout Position Local Senior Officer	(Authorised Signatory/Witness) Name Graeme Laird Position Station Manager

SCHEDULE Part 1

GRAMPIAN ADULT SUPPORT AND PROTECTION - REPORTING FORM

Your Name:	Yo	our Job:	
Org/Dept:	l l	ontact etails:	
Date Form Completed:	*P	Payroll/CHI o:	
2. DETAILS OF ADUL	TAT RISK		
Name:	A	ddress:	
DOB:			
*CHI/Carefirst No:			
3. DETAILS OF CONC	ERN	Luci	
Date and time of conce	rn/incident:		
Location of concern/inc	dent:		
Description of concern/	ncident:		
Action taken/outcome to	o date:		
Additional action planne	ed:		
4. DETAILS OF ANY O	THER PARTIES INVOLV	VED	310 1010

Name	Contact Details	Role in Incident/Concern
		100
	1	

5. CATEGORY OF RISK

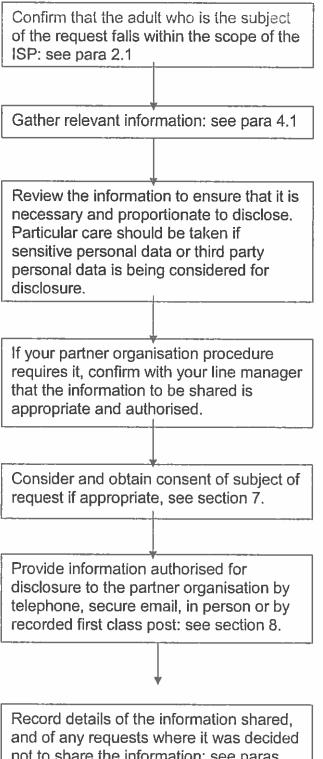
Reasons for Risk Rating: 5. INCIDENT REPORTED TO			
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Date:	W195 111	<u>. 23 </u>	
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Signature of person reporting	j concern/inciden	t:	
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luman Resources/Personne ine Manager /IWC			
luman Resources/Personne ine Manager /IWC Police			
luman Resources/Personne ine Manager /IWC Police Public Guardian			
luman Resources/Personne ine Manager //WC Police Public Guardian Service Provider			
luman Resources/Personne ine Manager /IWC Police Public Guardian	Reason		
Care Commission lealth and Safety lealth Professional			

RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995), place a legal duty on employers; self-employed people; people in control of premises; to report <u>work-related deaths</u>, <u>major injuries</u> or <u>over-three-day injuries</u>, <u>work related diseases</u>, and <u>dangerous occurrences (near miss accidents)</u>.

Name of Senior CCO/Care Manager/SW:	
Signature:	
Contact Details:	
Date of Decision:	

^{*} Complete if available

Part 2 Process Map for Sharing Adult Support and Protection Information



not to share the information: see paras 8.8 and 8.9.