

RBSAB

ROCHDALE BOROUGH
SAFEGUARDING ADULTS BOARD



CONSTITUTION and GOVERNANCE

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1. INTRODUCTION

- 1.1 Rochdale Borough 'Safer Lives Together' Safeguarding Adults Board (RBSAB) is an unincorporated Multi-Agency Strategic Board, originally established to fulfil the statutory functions as set out under section 43 schedule 2 Care Act 2014
- 1.2 The vision of the Board is: "Together we will be outstanding in ensuring that adults across Rochdale Borough with care and support needs live safely, free from harm and abuse, and are able to make their own choices."
- 1.3 The values of the Board are:
 - Collaborative in our approach. We will work collectively with partners and local people to deliver the best outcomes for adults with care and support needs across Rochdale Borough;
 - Determined to make a difference. We will promote a culture of continuous improvement by learning from mistakes and identifying good practice to influence future service delivery;
 - Compassionate in our support. We will act with empathy and understanding when supporting adults with care and support needs to ensure their voice is heard;
 - Accountable for our actions. We will be transparent in our decision-making, with a commitment to excellence to ensure that we meet the requirements of adults with care and support needs.
- 1.4 The mission of the Board is to ensure there is strong strategic leadership to safeguard 'Adults at Risk' in Rochdale and that preventing, detecting and reporting neglect and abuse is 'everyone's business'. This will be achieved by the continued development of Safeguarding policy and practice across all partner agencies and communities consistent with the Care Act 2014 and other National Policy and 'best practice' guidance.
- 1.5 Safeguarding requires collaboration between partners in order to create a framework of inter-agency arrangements. Local authorities and their relevant partners must collaborate and work together as set out in the co-operation duties in the Care Act and, in doing so, must, where appropriate, also consider the wishes and feelings of the adult on whose behalf they are working.

2. STATUS OF THE BOARD AND CORE DUTIES

2.1 Local authorities are required by the Care Act 2014 to 'establish a SAB'; they have powers to do so as:

- a sub-committee of the Council, or
- a Company (probably a Community Interest Company)
- a Limited Liability Partnership, or
- an unincorporated partnership or association - ie an organisation set up through an agreement between a group of people who come together for a common purpose other than to make a profit. In a SAB's case this is to 'help and protect adults in its area by co-ordinating and ensuring the effectiveness of what each of its members does'
- Some other legal entity (eg, a Co-op or mutual)

Schedule 2 Care Act and the Care and Support Statutory Guidance² defines the powers that are required for SABs but does not specify the legal status that must be chosen.

The RBSAB is an unincorporated partnership/association which has a Constitution detailing its functions.

2.2 The RBSAB has three core duties:

- to publish a strategic plan for each financial year that sets how we will meet our main objectives and what our members will do to achieve this;
- to publish an annual report which sets out how the RBSAB has worked to achieve the objectives described within its Strategic Plan; details of any Safeguarding Adults Reviews (SARs) which are ongoing or have concluded in the past year, and what work has taken place to implement recommendations from those reviews; the performance of member agencies and how effective partnership working is in safeguarding adults in Rochdale;
- conduct any Safeguarding Adults Review in accordance with Section 44 of the Care Act 2014.

2.3 The RBSAB purpose is:

- to develop and deliver a shared vision for safeguarding adults, rooted firmly in the wider vision for Rochdale Borough and the promotion of individual human rights, dignity and respect;
- to develop and maintain strong links with relevant partnerships across the Borough and ensure the inclusion of safeguarding adults in their strategies and business plans;
- to promote awareness and understanding of safeguarding adults issues and concerns;
- to work together to prevent abuse and neglect, promoting a promote a culture of improvement through evidence from Safeguarding Adults Reviews, national and

- regional good practice and influenced by the voice of the adult;
 - to promote practice that is focused on the needs, wishes and desired outcomes of the adult with care and support needs, their carers, families and advocates;
 - to seek assurance of effective safeguarding adults activity and ensure the production of timely and accurate performance and safeguarding information;
 - to secure Borough-wide consistency in safeguarding through alignment of policies, procedures and practice, ensuring that staff and stakeholders know and use them effectively;
 - to contribute to relevant national policy and research, through the dissemination of shared learning and intelligence through joint quality assurance processes.
- 2.4 The RBSAB will be an important source of advice and assistance, for example in helping others improve their safeguarding mechanisms. It is important that the RBSAB has effective links with other key partnerships in the locality and shares relevant information and work plans. They should consciously cooperate to reduce any duplication and maximise any efficiency, particularly as objectives and membership are likely to overlap.
- 2.5 The Care Act 2014 sets out the RBSAB functions as follows:
- developing strategies for the prevention of abuse and neglect;
 - holding partners to account and gain assurance of the effectiveness of its arrangements;
 - determining arrangements for peer review and self-audit;
 - establishing mechanisms for developing policies and strategies for protecting adults which should be formulated, not only in collaboration and consultation with all relevant agencies but also take account of the views of adults who have needs for care and support, their families, advocates and carer representatives;
 - identifying types of circumstances giving grounds for concern and when they should be considered as a referral to the local authority as an enquiry;
 - formulating guidance about the arrangements for managing adult safeguarding, and dealing with complaints, grievances, professional and administrative malpractice in relation to safeguarding adults;
 - developing strategies to deal with the impact of issues of race, ethnicity, religion, gender and gender orientation, sexual orientation, age, disadvantage and disability on abuse and neglect;
 - identifying mechanisms for monitoring and reviewing the implementation and impact of policy and training;
 - evidencing how SAB members have challenged one another and held other boards to account;
 - promoting multi-agency training and to consider any specialist training that may be required;
 - considering any scope to jointly commission some training with other partnerships, such as the Community Safety Partnership;
 - identifying the role, responsibility, authority and accountability with regard to the action each agency and professional group should take to ensure the protection of adults;
 - establishing ways of analysing and interrogating data on safeguarding notifications that increase the Board's understanding of prevalence of abuse and neglect locally that builds up a picture;
 - agreeing a framework and process for any organisation under the umbrella of the Board to respond to allegations and issues of concern that are raised about a person who may have harmed or who may pose a risk to adults.

3. MAKING SAFEGUARDING PERSONAL

- 3.1 To deliver their role effectively, Safeguarding Adults Boards should develop and promote a culture that recognises the underpinning principles from Making Safeguarding Personal (which draw heavily on the principles from the Care Act 2014). RBSAB will do this using the principles as set out in Appendix below.

4. MEMBERSHIP

- 4.1 As set out in schedule 2 of the Care Act, the following are statutory members of the RBSAB:

- Rochdale Borough Council – Director of Adult Social Services (DASS);
- The NHS GM ICB (HMR) – Associate Director of Nursing, Quality, Safety and Safeguarding (ADQ);
- Greater Manchester Police – District Commander.

- 4.2 In addition to the statutory members the following organisations shall be member agencies:

Rochdale Borough Council (RBC) Adult Social Care
Greater Manchester Police
Integrated Care NHS Greater Manchester
Elected Member
RBC Children Services
RBC Commissioning
RBC Community Safety Partnership
RBC Public Health
RBC Strategic Housing
Rochdale Boroughwide Housing
Probation Service (Rochdale)
Northern Care Alliance NHS Foundation Trust
Pennine Care NHS Foundation Trust
HMP Buckley Hall
North West Ambulance Service
Rochdale MIND
Turning Point

Action Together
Healthwatch
Caring and Sharing Rochdale
Rochdale Council of Mosques
Greater Manchester Fire & Rescue Service
Advocacy Together

- 4.3 Where there are multiple organisations, they may decide to share representative attendance at meetings. Organisations pooling representation in this way need to agree how they will be consulted and how their views will be fed into RBSAB discussions. These arrangements should be agreed by the Independent Chair and reviewed as necessary.
- 4.4 Each member will have the responsibility for ensuring that an appropriate representative is identified to deputise on the RBSAB. Board members must ensure that their nominated deputies have the required skills, experience and authority to act on their behalf.
- 4.5 Decision making members of the RBSAB will operate according to the governance arrangements of their organisation. Most decisions that the RBSAB needs to make can be made with the delegated authority that members hold on behalf of their agencies.
- 4.6 Wherever possible, decisions will be made by consensus. Where the Independent Chair determines that members cannot reach consensus, they will require the three statutory partners to vote on the issue, one vote for each organisation. Voting may take place outside of scheduled Board meetings if an urgent decision is required and the final decision will be communicated to the wider membership.
- 4.7 RBSAB may also secure the involvement of other relevant organisations, either by inviting them to be representatives of subgroups or through invitation for specific issues for discussion at a SAB meeting.
- 4.8 All members will review the MOU

5. BOARD MEMBERS' ROLES AND RESPONSIBILITIES

5.1 Board members have the following roles and responsibilities:

- members should have the authority to speak on behalf of their organisation to represent its views and various duties and have a responsibility to contribute positively to the work of the Board;
- the RBSAB member will be expected to attend the board meetings and any relevant subgroups of the Board and if unable to attend will identify a suitably senior deputy with decision-making capacity;
- the suitable senior deputy's decision making capacity needs to include authority to commit their organisation to a range of actions, including change/improvement to policy, practice and training - some of which may have resource implications;
- it will be the responsibility of each member to cascade relevant information from the Board within their agency/organisation/networks and to provide feedback from their agency with regard to organisational safeguarding activity to the Board;
- members will ensure that any issue requiring consideration by the Safeguarding Adults Review (SAR) subgroup, (as per Procedure for Review of Safeguarding

Adults Review cases) will be brought to the attention of the RBSAB Chair as soon as is reasonably practicable;

- in the event of a member no longer representing their agency, reasonable notice should be given to the Chair so that a replacement can be sourced;
- members will agree to develop their knowledge and understanding of safeguarding in order to keep up to date and to share this expertise within the Board and their own organisations;
- Board Members have a duty of candour, exercised by proactively bringing matters of high risk to the attention of the Board at the earliest opportunity;
- members will ensure that findings from Safeguarding Adults Reviews and lessons learned are appropriately cascaded and embedded through their organisations and in particular that agreed policies, procedures and findings from all Safeguarding Adults Reviews are appropriately cascaded through their organisations;
- members will be encouraged to take part in RBSAB assurance and effectiveness through:
 - year 1 Adult Self-assessment;
 - year 2 Effectiveness of SAB survey;
- RBSAB will regularly review membership to ensure that it continues to reflect organisations that have a key role in safeguarding across the Borough and that the voices of people who use services are reflected in discussions/decision making.

Ministerial Recommendations for Safeguarding Adults Boards Regarding Individuals Rough Sleeping

1. **Governance structure, accountability and system-wide change:** a. SABs should ensure their governance structure has the necessary mechanisms to hold partners working with people rough sleeping accountable.
b. SABs should act as an active presence in system-wide governance discussions. These discussions should seek outcomes which promote the integration of [experience informed practice](#) into service standards.
2. **Named board member for rough sleeping:** SABs should designate a member of the Board to lead and update on complex or stalled cases within the local authority's Target Priority Group (TPG) of people rough sleeping. DLUHC Rough Sleeping Initiative advisers will soon be reaching out to local authorities to support closer working between rough sleeping teams and Safeguarding Adults Boards.
3. **Strategic plans, annual reports and procedures:** SABs should actively **reference** rough sleeping and homelessness in annual reports and strategic plans. Promoting workforce safeguarding and legal literacy is also strongly recommended.
4. **Safeguarding Adult Reviews:** In compliance with the [Care Act 2014](#) ("Section 44"), SABs should proactively commission Safeguarding Adult Reviews in cases of deaths involving rough sleeping. There should also be a clear focus on implementing learnings from the reviews.

6. MONITORING OF ATTENDANCE

- 6.1 Attendance at meetings is recorded and reported via the annual report. In the event of any member's persistent non-attendance, the Chair will arrange to meet with Board member. If non-attendance continues following the meeting then the Chair will write to the Chief Executive of the organisation concerned to bring this to their attention.

7. PROCEDURES

- 7.1 The full Board will meet at least four times per year and for at least one further meeting designated as a development day for the Board. Additional meetings may be held for particular purposes at the discretion of the Chair.
- 7.2 The full Board will be chaired by the Independent Chair, who in conjunction with the statutory partners, will agree the agenda.
- 7.3 A meeting of the RBSAB requires at least the three statutory members and three other agencies to be quorate. No decisions can be made without the meeting being quorate.
- 7.4 The minutes of RBSAB meetings along with any meetings held on its behalf will be entered as a permanent record.
- 7.5 The meetings of the RBSAB will not be held in public, however, minutes of Board meetings will be shared with all representatives. Where the Independent Chair, Statutory Partners or another member of the Board has agreed to take action on behalf of RBSAB on matters of urgency, this will be reported at the next scheduled meeting of the Board, such action to be reported to the next meeting of the Board.
- 7.6 Where the Board has authorised the signature of a document, the Independent Chair and Statutory Partners may be authorised to act as signatories for the Board.
- 7.7 In all matters pertaining to the receipt and expenditure of money by or on behalf of the Board, the Statutory Partners and those authorised to act on its behalf, will provide details to the full Board for transparency and audit purposes.
- 7.8 Business Planning Cycle - The 3-year strategic plan has been developed in consultation with our partners and draws on local, regional and national learning from Safeguarding Adult Reviews, as well a review of the Board's structures and processes by the Local Government Association (LGA). The Strategic Plan will be reviewed annually between November and January.



Step 1. **Engagement.** The Board will utilise new and existing links and channels to engage and gather the views of the wider public, stakeholders, our customers and front-line staff to inform our activity.

Step 2. **Analysis.** The Board will assess / analyse all information obtained via step 1, together with the impact of activity undertaken in the last 12 months with specific focus on identifying what has worked well, issues, risks and areas for development.

Step 3. **Strategic Planning.** The analysis will be utilised to support facilitated discussions with Board and sub-group members to both inform the existing Strategic Plan and identify whether changes are required.

Step 4. **Action Plans.** Sub-group chairs will hold discussions with sub-group members to review, revise and amend existing workplans as appropriate.

Step 5. **Implementation.** Revised workplans with details of initiatives and timescales for completion implemented.

Step 6. **Review.** The Board (via the QA&P Sub-Group) will carry out a review of activity and impact, to inform the overall assessment of the Board' effectiveness.

8. ROLE OF INDEPENDENT CHAIR

8.1 In order to provide effective scrutiny, the Board must be independent. It is not subordinate to, nor subsumed within, other local structures. The Board has an independent chair who can hold all agencies to account for their Safeguarding practice.

- 8.2 It is the responsibility of the Chief Executive of the LA to appoint or remove the RBSAB chair with the agreement of Board members. The Chief Executive, drawing on other RBSAB partners and, where appropriate, the Lead Member will hold the Chair to account for the effective working of the RBSAB.

9. STRUCTURE

- 9.1 The RBSAB has four sub-groups which will meet four times a year, usually in advance of the RBSAB meeting, all the relevant safeguarding partner agencies of the RBSAB forum are represented on RBSAB subgroups and working groups. These groups assist and inform the Safeguarding Board in carrying out essential safeguarding work. Relevant agencies are those organisations and agencies whose involvement the safeguarding partners consider is required to safeguard and promote the welfare of adults as defined by the Care Act 2014 and the SCIE guidance for Safeguarding Adult Boards.

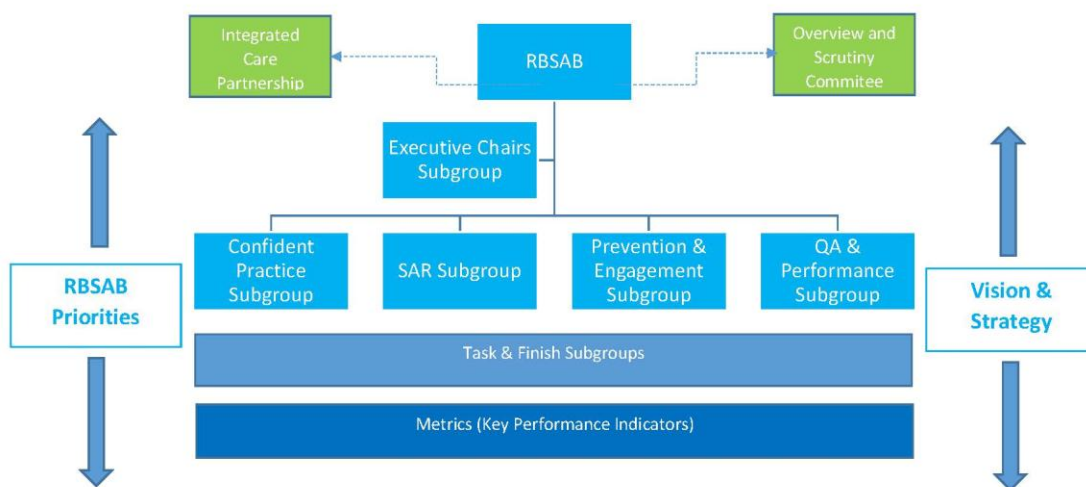
Each subgroup underpins and support the RBSAB Priorities and Objectives by:

- creating a more strategic focus for the RBSAB;
- ensuring that the RBSAB and subgroups have the fullest opportunity to share progress and learning and to inform the Board of strategic issues they need to address;
- providing specialist support and guidance to chairs of subgroups and 'task and finish' groups which enable progress to areas of focus to help ensure that outputs are delivered in a timely way;
- providing specialist advice, for example: in respect of working with specific ethnic and cultural groups, or with disabled parents;
- supporting the arrangements which bring strategic leads from the relevant safeguarding partners together to drive forward these arrangements;
- promoting best multi-agency practice to improve outcomes for the people in the Borough
- carrying out specific tasks, for example: maintaining and updating procedures and protocols; screening and overseeing Safeguarding Adult Reviews; and identifying inter-agency training needs;
- bringing together representatives of a sector to discuss relevant issues and to provide a contribution from that sector to RBSAB work;
- focussing on defined geographical areas within the RBSAB boundaries;
- providing support to the work of the independent chair and ensure that findings from scrutiny activity are fed into the safeguarding effectiveness subgroup.

The subgroup chairs will be required to provide a quarterly report see appendix below.

The RBSAB sub group structure is below:

1. **Quality Assurance & Performance Subgroup** – The purpose and strategic intentions of the RBSAB is to be assured that services for adults and their families the Rochdale Borough are safe, operate at optimal performance and are of the highest quality. The performance of safeguarding activity should be evidenced to be effective in ensuring a positive experience and outcomes for individuals. The Quality Assurance sub group will operate under delegated authority from the RBSAB to reflect upon, identify, develop and ultimately seek assurance of membership safeguarding quality systems. The aim of the quality systems are to ensure RBSAB understand and are assured on the effectiveness of local multi-agency safeguarding.
2. **Confident Practice Subgroup** - The purpose of the sub-group is to provide leadership



for the multi-agency safeguarding training offer and gather assurance on behalf of the Board to ensure that safeguarding training, both multi-agency and single agency offer in the borough assists practitioners to deliver effective services to vulnerable adults. To ensure the RBSAB Multi-Agency Policy, procedures, protocols and guidance documents are accurate, regularly updated and relevant and meet legislative requirements, and to ensure they promote good practice across all partner agencies.

3. **The Safeguarding Adult Review (SAR) Subgroup** – The purpose of the group is to enable and support the RBSAB to undertake statutory reviews in line with criteria set out within the Care Act 2014. The group also provides a mechanism for the SAB to ensure that learning from reviews is embedded into practice to improve outcomes for individuals and their families, and supports the strategic direction of the SAB Business Plan. The sub group also communicates learning gained with children, families and practitioners and ensures engagement with communications is effective.
4. **The Prevention and Engagement Subgroup** – The group will bring partners together to understand themes, issues and risks relating to adult safeguarding to develop preventative responses that can be deployed across the partnership to keep people safe and free from harm and neglect. The group will also bring the voice of customers,

communities, colleagues and practitioners together to be heard with a focus on influencing how we safeguard adults from abuse and neglect across the Borough of Rochdale.

- 5. Executive Subgroup Chairs meeting** - This group is comprised of the Chair of each of the subgroups and the Independent Chair of the Board. The group meets before each full board meeting, to share safeguarding update and developments from across the system and the subgroups in preparing the agenda for the meetings.

10. PROFESSIONAL ADVISERS

10.1 Professional advisers will advise the RBSAB. These will include:

- Strategic Advisors of the Statutory Partners:
 - Strategic Safeguarding Lead and Principal Social Worker ASC;
 - Designated Professional ICB (HMR); and
 - Detective Superintendent GMP;
- RBSAB Business Manager;
- others as necessary.

11. STRATEGIC PLAN

11.1 The strategic plan and supporting business plan lays out:

- our strategy for achieving our priorities;
- what each member/group will do to implement business plan actions;
- how outcomes will be measured.

11.2 In preparing this plan, the RBSAB must:

- consult the member organisation for its area, and
- in so far as it is feasible to do so, involve (whether by consultation or otherwise) the community in its area;
- complement with a risk register;
- undertake detailed oversight of the Strategic Plan, Annual Action Plan and Risk Register.

12. ANNUAL REPORT

12.1 At the end of each financial year, the RBSAB must publish a report, in accordance with national statutory guidance, setting out the effectiveness of safeguarding and promoting of the wellbeing of adults at risk in its area.

12.2 The report will provide a rigorous and transparent assessment of the performance and effectiveness of local services. It will identify areas of weakness, their causes, and the action to be taken to address them as well as other proposals for action.

The report will include lessons from reviews undertaken within the reporting period and sections that deal with the following matters:

- what the Board and its individual members have done during that year to achieve its priorities;
- what it has done during that year to implement its strategy;
- what each member has done during that year to implement the strategy;,
- the findings of the Safeguarding Adults Reviews (SARs) arranged by RBSAB and which have concluded in that year (whether or not they began in that year);
- the reviews arranged by it under that section which are on-going at the end of that year (whether or not they began in that year);
- what the Board has done to act upon the findings of SARs and, where it has decided not to act on a finding, to set out the reasons for this decision;
- monitoring board attendance;
- assessment of local performance against objectives and effectiveness;
- how the Board is monitoring progress against its policies and intentions to deliver.

12.3 The RBSAB will share the report with:

- Director of Health & Care Integration (DASS & Deputy Place Lead) Integrated Care & Health / The Health, School and Care Overview & Scrutiny Committee;
- The District Commander of GMP / The Crime and Vulnerability Board;
- The Associated Director of the ICB (HMR) / The Local Care Organisation.

12.4 The RBSAB will send a copy of the Annual Report to all RBSAB members and publish it on the Rochdale Safeguarding Website.

13. FINANCES

13.1 The funding of the RBSAB will be derived from three main sources below, The RBSAB budget will be set annually in conjunction with the income received with expenditure reported in the Annual Report.

- The Local Authority (ASC);
- The NHS GM ICB (HMR);
- GMP (GMCA).

13.2 The Budget will be agreed annually by the Statutory Partners to a level sufficient to meet the agreed commitments, responsibilities, duties and objectives of the RBSAB.

13.3 The financial year will run from April to March the following year with contributing partners being invoiced by 1 October each year.

13.4 The RBSB Business Manager, on behalf of RBSAB, will administer the full budget. Agreement of the funding agencies will be sought on how any committed carry forward is managed. Similarly, if an overspend occurs the funding agencies will decide how any projected overspend should be managed. Regular independent audits of the budget along with any exceptions will be reported to the statutory partners, which will remain responsible for all decisions in relation to the budget.

13.5 The financial support of the RBSAB shall be reviewed each financial year. The RBSAB should be maintained financially by its statutory partner.

14. DISPUTE RESOLUTION

14.1 If there is a dispute between RBSAB members, the following escalation procedures will be followed:

- within 28 days of the Board determining that a dispute exists, the RBSAB Chair, in consultation with the Executive Director of Adult Social Services will convene a joint meeting of the parties in dispute. This should take place as soon as is reasonably practicable but within three months. In most cases the Chair of RBSAB will chair the meeting. The agenda will be agreed jointly by the Chair and the parties in dispute. The aim of this meeting is for both parties to agree a formula for resolving the dispute or agree the issues that separate them and possible ways forward (see appendix);
- where there is no agreement, either party may suggest to the Chair that an independent mediator be appointed to resolve the dispute; this course of action requires the agreement of the partners. If they cannot agree this within 28 days the RBSAB Chair, in consultation and agreement with the Chief Executive of Rochdale Council may refer the dispute to the Chartered Institute for Arbitrators to be resolved;
- if there is a dispute between an RBSAB partner and the Chair, similar dispute resolution procedures will be followed. The Chief Executive of Rochdale Council, with the agreement of the Board, will convene a joint meeting of the parties in dispute within the same timescales and with the same aims as set out above. Where there is no agreement, either party may suggest to the Chief Executive of Rochdale Council that an independent mediator be appointed. If the partners cannot agree this within 28 days the Chief Executive of Rochdale Council in consultation with the local authority Director of Human Resources may refer the dispute to the Chartered Institute for Arbitrators to be resolved.

15. ISA, DATA PROTECTION AND FREEDOM OF INFORMATION ACT

15.1 The RBSAB may request a person to supply information to it or to another person. The person who receives the request must provide the information provided to the Board if:

- the request is made in order to enable or assist the Board to deliver its statutory duties;
- the request is made of a person who is likely to have relevant information and then either:
 - the information requested relates to the person to whom the request is made and their functions or activities or;
 - the information requested has already been supplied to another person subject to a Board request for information;

- 15.2 The Board members shall adhere to their own internal procedures in relation to the exchange of information and where they exist will comply with the provisions of any data sharing agreements.
- 15.3 For the avoidance of doubt, Safeguarding Adults Boards are not organisations to which the Freedom of Information Act applies. Requests for information will be referred back to individual participating organisations. It should be noted that the Information Commissioners Office has previously concluded (FS50368110, FS50628708) that where it is stated in a review's terms of reference that information provided by agencies is owned by a safeguarding board, there is no requirement under the Freedom of Information Act 2000 to provide this information to the third party. This is because safeguarding boards are statutory bodies and not public bodies however; this does not mean that the request should always be refused, see appendix below.

16. CONFIDENTIALITY

- 16.1 RBSAB member agencies have drawn up a common agreement relating to confidentiality and setting out the principles governing the sharing of information, based on the welfare of the adult or of other potentially affected adults. The agreement is consistent with the principles set out in the Caldicott Review published 2013 and ensures that:
- information will only be shared on a 'need to know' basis when it is in the interests of the adult;
 - confidentiality must not be confused with secrecy;
 - informed consent should be obtained but, if this is not possible and other adults are at risk of abuse or neglect, it may be necessary to override the requirement; and
 - it is inappropriate for agencies to give assurances of absolute confidentiality in cases where there are concerns about abuse, particularly in those situations when other adults may be at risk.
- 16.2 Ownership of any information provided as part of a Safeguarding Adult Review will lie with the RBSAB and this will be stated in the terms of reference. If a request for this information is subsequently made by a third party, there should be a discussion between the agency who provided the information and the Independent Chair to agree if the information should be shared.
- 16.3 Sharing information with the Coroner. There is an information sharing protocol to outline expectations relating to sharing Safeguarding Adult Reviews with the HM Senior Coroner for Manchester North available <https://rochdalesafeguarding.com/>

17. REVIEW

- 17.1 The constitution will be amended to reflect relevant changes in legal requirements, Board structure or governance.
- 17.2 The RBSAB constitution shall only be amended with agreement of the RBSAB.

18. DECLARATION OF INTEREST

- 18.1 Declarations of interest need to be stated where an individual's personal, financial, professional, or family interests may be significant to an item on the agenda of the RBSAB.
- 18.2 At the commencement of meetings members will be asked to declare potential conflicts of interest in any aspect of the agenda. The Chair, at his/her discretion, may ask the individual to leave the meeting for the whole or part of the relevant agenda matter.
- 18.3 Representing their organisation does not need to be declared unless there may be significant interests for their organisation involved in an item, which would not be known to other partners.

Signatures of Statutory Members:

Signed: Independent Chair of the Board

Date:

Signed: Nichola Thompson

Director of Health & Care Integration (DASS & Deputy Place Lead) Integrated Care & Health

Date:

Signed: Daniel Inglis

Chief Superintendent, GMP Rochdale District Commander

Date:

Signed: Alison Kelly

Locality Associate Director of Nursing, Quality & Safety, HMR NHS GM IC

Date:

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19. APPENDICES

Rochdale Borough Safeguarding Adults Board – Memorandum of Understanding

This Memorandum of Understanding makes explicit the key responsibilities and accountabilities for all members of the Rochdale Borough Safeguarding Adult Board (RBSAB). All members of the RBSAB have agreed the Constitution for Rochdale

Our commitment

RBSAB members together with partners of other organisations working with the residents and families within Rochdale have a duty to work together to safeguard and promote the welfare of adults. We are committed to listening to the voices of adults and their families and ensuring that their views are at the heart of our decision-making, planning, commissioning, design and delivery of services.

As members of RBSAB we will:

- collaborate with each other within the Board to achieve the key objectives of the Constitution;
- adopt a positive outlook, behave in a professional and respectful manner, and be committed to partnership working;
- be transparent, communicate openly, challenging as necessary with regard to all RBSAB business;
- ensure appropriately qualified, skilled and experienced professionals are available, authorized and engaged to fulfil the responsibilities as set out in the Constitution;
- share information, experience, skills and resources to learn from each other and develop effective working practices, working together to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- resolve any difference in a professional and timely manner;
- adhere to statutory requirements being compliant with applicable legislation and standards, data protection and freedom of information legislation. In particular Partners agree to comply with requirements of the Information Sharing Agreement in place for RBSAB;

RBSAB Statutory Partners will make agreed financial contribution to RBSAB

RBSAB Subgroup quarterly report.

Subgroup Chairs within the RBSAB structure are responsible for reporting to the SAB and Independent Chair with regards to activity and the effectiveness of subgroup actions. This must be provided on a minimum quarterly basis. Quarterly report information will be utilised to inform the RBSAB Annual report. Subgroup Chairs should utilise subgroup membership and the RBSB Business Unit when completing quarterly report.

Subgroup name:	
Reporting quarter:	
Number of meetings in quarter:	

Subgroup Chair:	<i>(name / single agency / role)</i>				
Subgroup Deputy:	<i>(name / single agency / role)</i>				
Subgroup members					
Agency	Role		Name		
Attendance of core safeguarding members to subgroup within year to date (%)					
ASC	%	GMP	%	ICB	%

Subgroup safeguarding foundation activity within quarter	
Strategic Objectives: <i>What activities have occurred to meet defined safeguarding objectives?</i>	<i>Summary of activity and outcomes. Embed reports.</i>
	<i>Summarise what is working well / challenges within subgroup activity.</i>
Safeguarding Reviews (SAR): <i>Have any activities occurred that support the implementation of SAR recommendations?</i>	<i>Summary of activity and outcomes. Embed reports.</i>
	<i>Summarise what is working well / challenges within subgroup activity.</i>

Single agency Activity: <i>Have any member agencies provided single agency information which supports RBSAB safeguarding activity? E.g.: Single agency safeguarding training, communications and engagement actions or QA activity?</i>	<i>Summary of activity and outcomes. Embed reports.</i>
	<i>Summarise what is working well / challenges within subgroup activity.</i>

Subgroup specific data information.
<i>Add commentary or embed reports</i>

Summary of Risk Register review
<i>Add commentary.</i> Status of current risks: New risks identified: Mitigations from subgroup: Items for Board consideration: <i>These must be risks that cannot be resolved or mitigated within subgroup</i>

Subgroup chair commentary
<i>Add commentary regarding effectiveness of subgroup activity. Add information to raise at SAB and ensure evidence to support is including within this document.</i>

Subgroup Chair signature:

Date:

Board Feedback / Scrutiny comments
<i>Add commentary regarding SAB discussions, guidance or advice on specific items raised from quarterly report.</i>

Effective Challenge and Resolving Professional Differences

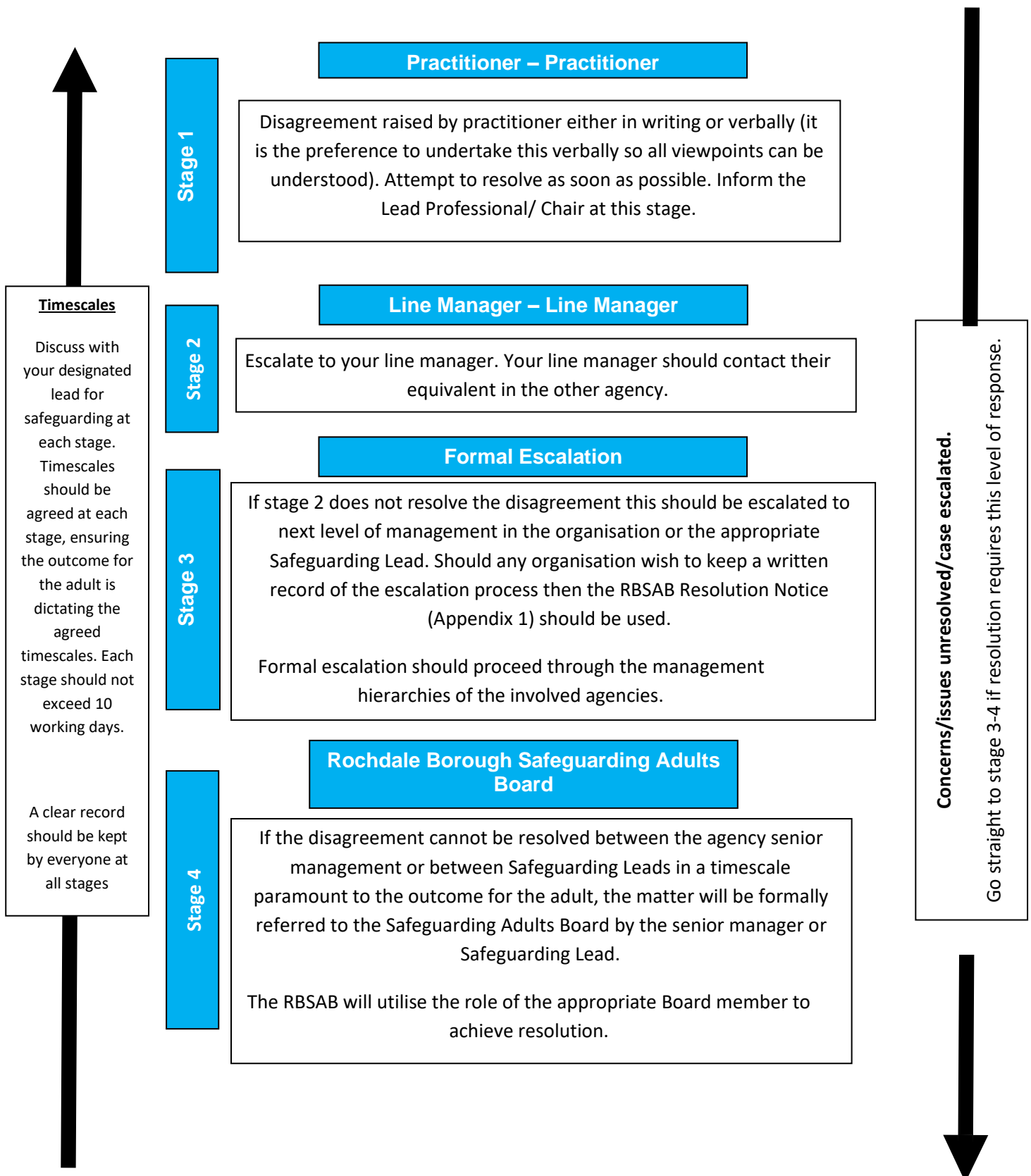
Effective partnership working is vital in order to ensure that outcomes for adults are central to all assessment, planning and intervention. This includes the need to consider differing views and experiences which evidence the value of exchanging ideas and developing critical thinking in regards to how best to achieve improved outcomes. There will be times when disagreements occurred and require informal and possible lead to formal escalation. There needs to be a clear process in place to achieve and evidence this.

Principles in practice:

- Challenge is positive and should always be focused on the desired outcome for the adult at risk of abuse or neglect.
- The safety and wellbeing of the adult is always paramount.
- It is the responsibility of each individual professional and agency to progress challenge if they are not in agreement with the outcome of any aspect of assessment, planning or intervention (any level of need and support)
- Challenge should be restorative and relationship based. Language should therefore be respectful and where possible discussions with the relevant practitioners should take place first.
- Challenge and escalation should be resolved in a timely manner.
- Challenge must be evidenced based and recorded on the adult's file, including details of how the resolution improved outcomes for the adult.

Ensure your safeguarding lead is consulted with throughout the escalation process. Please attempt to resolve any disagreements informally, before initiating the formal process.

Effective Challenge and Escalation Procedure



Single Point of Contact (SPOC) List

Rochdale

Service	Contact Details
Adult Care	adult.care@rochdale.gov.uk 0300 303 8886
Rochdale Boroughwide Housing	asb.reports@rbh.org.uk Escalations should be directed to safeguarding@rbh.org.uk
Pennine Care Foundation Trust	pcn-tr.safeguarding@nhs.net 0161 716 3785 Escalations should be directed to the Named Nurse for Safeguarding Adults
Rochdale Care Organisation	NCA.AdultSafeguarding@srft.nhs.uk Escalations should be directed to the Named Nurse Safeguarding Adults
Greater Manchester Police	Rochdale.publicprotection@gmp.pnn.police.uk All escalations to GMP must include a telephone call to ensure the correct officer is being contacted
NHS Greater Manchester Integrated Care Quality and Safeguarding Team (HMR)	gmicb-hmr.safeguarding@nhs.net 01706 664180 Escalations should be directed to the Designated Professional for Safeguarding Adults
Turning Point	ROARreferrals@turning-point.co.uk 0300 555 0234
Rochdale Early Help and Safeguarding Hub	ehash@rochdale.gov.uk 0300 303 0440
Probation Service	ps_gm_rochdaleprobationoffice@justice.gov.uk 0161 676 6200

Please contact RBSB.admin@rochdale.gov.uk for any updates that are required to the SPOC list.

With thanks to Salford Safeguarding Children Partnership for allowing Rochdale to adapt this document

Professional Challenge / Outcome Resolution Notice

THIS DOCUMENT MUST BE SENT/STORED SECURELY

Date of Notification	
Name of Adult	
D.O.B	
NHS Number/ ALLIS Number	
Outcome Resolution Notice Completed by:	
Name	
Role	
Agency/Team	
Contact Details	
Notification has been sent to:	1. 2.
Summary of disagreement	
Evidence of the informal challenge that has taken place at stages 1-2 and the outcome of this challenge	
Desired outcome for the adult. Please include details of what it is you are requesting happens as a result of this challenge	

Stage	Date Outcome Resolved	Supporting Evidence Embed written confirmation between parties about the agreed outcome
Stage 3		
Stage 4		



ROCHDALE BOROUGH
SAFEGUARDING ADULTS BOARD

ROCHDALE BOROUGH ADULTS SAFEGUARDING BOARD

Data Sharing Agreement between

**Rochdale Borough Safeguarding Adults Board
and
Safeguarding Partners**

Date: December 2021
Reviewed Date: April 2024

With thanks to the support from the OSAB

1. Application of this Data Sharing Agreement

This is a Data Sharing Agreement (DSA) between Rochdale Safeguarding Adults Board and Safeguarding Partners operating in Rochdale:

- Independent Chair
- Rochdale Borough Council (RBC) Adult Social Care
- Greater Manchester Police
- Integrated Care NHS Greater Manchester
- RBC Children Services
- RBC Commissioning
- RBC Community Safety Partnership
- RBC Public Health
- RBC Strategic Housing
- Rochdale Boroughwide Housing
- Probation Service (Rochdale)
- Northern Care Alliance NHS Foundation Trust
- Pennine Care NHS Foundation Trust
- HMP Buckley Hall
- North West Ambulance Service
- Rochdale MIND
- Turning Point
- Action Together
- Healthwatch
- Caring and Sharing Rochdale
- Rochdale Council of Mosques
- Greater Manchester Fire & Rescue Service
- Advocacy Together

This Data Sharing Agreement also covers statutory and voluntary services directly commissioned by the above lead Safeguarding Partners such as acute hospital trusts, GPs, Turning Point, etc.

2. Commencement, Termination and Review

This agreement will be reviewed every 24 months unless an earlier review is necessary. The start date for this agreement is at the point of agreement.

3. Memorandum of Understanding

The parties to this Data Sharing Agreement (DSA) are signatories to this Memorandum of Understanding. The Parties acknowledge that they are [Joint Data Controllers](#) (as defined in the GDPR). The Memorandum of Understanding sets out the principles of Information Governance that all organisations who provide, access and use information have agreed to. It provides a framework for safeguarding the processing of data and information as defined by the Data Protection Act 2018 and General Data Protection Regulation (GDPR).

General Principles

1. All signatories to the agreement agree to process personal information in accordance with their organisation's information governance policies and procedures, or as directed by the standards applicable to the information being processed.
2. Organisations are expected to identify and use appropriate information assurance frameworks and will commit to complying with relevant standards within that regime and sharing the evidence attainment and any associated action plans on request to the other parties to the agreement.
3. Each organisation shall have appointed a responsible / accountable officer who will ensure the protection of personal information, for example a Caldicott Guardian, Data Protection Officer or Senior Manager responsible for data protection.
4. Each organisation will take appropriate organisational and technical measures towards compliance with the Data Protection Act 2018, Caldicott Principles (where applicable), Information Security Standards, Freedom of Information Act 2000 (where applicable) and national guidance and rules around the processing of personal, confidential information and other relevant legislation.
5. Each organisation is committed to risk assessing and documenting their processing activities and identifying any actions required to mitigate identified risk.
6. Each organisation is committed to ensuring that staff are appropriately trained and comply with organisational policies in relation to Information Governance, including Data Protection, Confidentiality, Caldicott Principles (where applicable), Data Security, Records Management and Freedom of Information (where applicable).
7. Organisations will promptly notify other partner organisations of any Information Governance Breach, vulnerability or threat that could affect the security of the data being shared – within 24 hours of becoming aware of it.
8. This agreement should be considered in conjunction the statutory requirements placed on organisations for data sharing under Section 42 and Section 44 of the Care Act 2014 and organisations will agree to allow partner or lead organisations to carry out audits or visits to confirm compliance with the agreed assurance requirements.
9. Each organisation commits to ensure that data is shared in a safe and secure manner meeting the agreed purpose of the sharing and protecting the rights and freedoms of individuals.
10. Any requests for information under the Freedom of information Act 2000 or Data Protection Act 2018 should be directed to the original organisations senior responsible officer.

11. Organisations may not create or establish onward sharing for additional purposes without having a lawful basis to do so and the agreement of the original data controller.

4. Why is this Data Sharing Agreement needed?

Organisations need to share safeguarding information to:

- prevent death or serious harm
- coordinate effective and efficient responses
- enable early interventions to prevent the escalation of risk
- prevent abuse and harm that may increase the need for care and support
- maintain and improve good practice in safeguarding adults and families
- reveal patterns of abuse that were previously undetected and that could identify others at risk of abuse
- help people to access the right kind of support to reduce risk and promote wellbeing
- help identify people who may pose a risk to others and, where possible, work to reduce offending behaviour
- reduce organisational risk and protect reputation.

5. Purpose and Justification for Sharing Purpose

The Parties agree to share information only for the specific purpose set out in this document and will **not regard it as general intelligence for the further use by the organisations** unless that further purpose is defined in this agreement.

This Data Sharing Agreement (DSA) is covered by statutory guidance set out in the [Care Act 2014](#) and forms part of the RBSAB's MRM (Multi-Risk Management) arrangements.

Data Sharing Principles: This is a framework for local safeguarding partners to work together to safeguard adults.

This framework respects the right of an adult to have control over information about themselves and wherever possible professionals must explain to the adult the reasons for sharing their information.

The framework applies the principle of sharing the right information, at the right time and with the right people and must only be used to facilitate more accurate and timely decision making where there is an identified safeguarding concern.

Where none of the conditions or circumstances below apply it will be necessary to gain the consent from the adult to share their information with the relevant organisations:

- Where one or more partners have reason to believe that an adult is at risk of death or serious injury as a result of actions/inaction by the adult and/or the actions of others.
- The sharing of information is in the public interest and it outweighs the public interest served by protecting confidentiality – for example where serious harm may be prevented.
- Other people are at risk which may include children or other adults with care and support needs.
- An organisation/practitioner feels that there has not been an appropriate response to a safeguarding concern and information sharing is required as part on the escalation process.
- The risk to the adult and or others is unreasonably high and meets the criteria for a multi-agency risk assessment.
- Where a serious crime has been committed.
- Where the person lacks the mental capacity to make the decision – this must be properly explored and recorded in line with the [Mental Capacity Act](#)

6. Safeguarding Principles for Data Sharing

This Data Sharing Agreement will be applied in line with the RBSAB Safeguarding principles of:

- **Empowerment:** People are supported and encouraged to make their own decisions and provide informed consent where appropriate.
- **Prevention:** It is better to take action before harm occurs.
- **Proportionality:** The least intrusive response is used to match the presenting risk.
- **Protection:** Support and representation for those in greatest need.
- **Partnership:** Local solutions developed through services working with their communities who have a part to play in preventing, detecting and reporting neglect and abuse.
- **Accountability:** Accountability and transparency in delivering safeguarding.

7. Where Consent to Share Information is Refused

Given that consent will only be sought where none of the conditions or circumstances for sharing without consent listed in section 5 above apply then where consent is requested and refused, information must not be shared.

8. Restrictions on Further Use Disclosure

It is recognised that unless the law specifically requires or permits this, shared information will not be used for different purposes or further disclosed. Even where the law permits further disclosure, in line with good practice, the originating data controller will be consulted first and depending on the circumstances, it may be necessary for the data subject to be informed of the disclosure.

9. Parties Named in this Agreement

The Parties listed below recognise their responsibilities for ensuring this agreement complies with all legislation and other requirements relevant to the personal data being shared, including the specific governance measures set out in this DSA.

Any successor body of an organisation listed will be automatically added as a party the agreement.

Agency/Organisation	DPO email address
Rochdale Borough Council (RBC) Adult Social Care	dpo@rochdale.gov.uk
Greater Manchester Police	dataprotection@gmp.police.uk
Integrated Care NHS Greater Manchester	gmhscp.icpdpo@nhs.net
Elected Member	dpo@rochdale.gov.uk
RBC Children Services	dpo@rochdale.gov.uk
RBC Commissioning	dpo@rochdale.gov.uk
RBC Community Safety Partnership	dpo@rochdale.gov.uk
RBC Public Health	dpo@rochdale.gov.uk
RBC Strategic Housing	dpo@rochdale.gov.uk
Rochdale Boroughwide Housing	DPO@rbh.org.uk
Probation Service (Rochdale)	Data.Access1@justice.gov.uk
Northern Care Alliance NHS Foundation Trust	dataprotection.officer@nca.nhs.uk
Pennine Care NHS Foundation Trust	pcn-tr.dpo@nhs.net
HMP Buckley Hall	dpo@justice.gov.uk
North West Ambulance Service	dpo@nwas.nhs.uk
Rochdale MIND	management@rochdalemind.org.uk
Turning Point	DPO@turning-point.co.uk
Action Together	info@actiontogether.org.uk
Healthwatch	info@healthwatchrochdale.org.uk
Caring and Sharing Rochdale	info@caringandsharingrochdale.org
Rochdale Council of Mosques	info@rcom.org.uk
Greater Manchester Fire & Rescue Service	OfficeofDPO@greatermanchester-ca.gov.uk
Together Advocacy	office@advocating-together.org.uk

The Responsible Senior Officers named above provide assurance that:

- The details captured in this Data Sharing Agreement accurately describe the data sharing practices and the controls in place to govern them.
- Their organisation and staff will make every effort to ensure that the controls are monitored and maintained and data sharing will only happen as described herein.
- Should their organisation wish to deviate from the practices and controls described here, they will review the data to ensure the changes are captured.

This information is held by the RBSAB for the purposes detailed in this agreement.

10. The Information being shared

The types of information being shared under this agreement are identified as:

- Personal Data
- Special Category Data
- Criminal Offence Data

Categories of data subjects

- Adults
- Carers
- Children
- Friends
- Offenders
- Other vulnerable adults
- Other Family Members
- Patients
- Employees

Categories of data

- Basic personal identifiers, e.g. name, address, contact details
- Age/DOB
- Health or Medical Records including disabilities
- Victim of Domestic Abuse
- Care and support needs
- Criminal convictions, offences
- Data revealing racial or ethnic origin
- Economic and financial data, e.g. credit card numbers, bank details
- Attainment or Educational Data
- Gender reassignment data
- Genetic or biometric data
- Identifiers e.g. Account Number/ID, NI Number, Passport Number,
- Official documents, e.g. driving licences
- Photographs
- Political opinions
- Religious or philosophical beliefs
- Sex life data
- Sexual orientation data

11. Information Security and Confidentiality

The RBSAB functions under the framework of Rochdale Borough Council with specific reference to the administration and management of data and systems upon which it relies. Information relating to cases and reviews is held centrally on the Council system which is secured and has limited access.

The Council holds information from all partners and organisations who have provided information under the direction of the RBSAB. This DSA recognises that information sharing decisions should be recorded by the disclosing agency/organisation.

Where an agency/organisation has decided not to share information that has been requested, that agency/organisation will provide a record of the reasons for the decision not to share the information, including the consideration of the safeguarding duty towards the affected individual/s.

12. Data Protection Impact Assessment: Lawful Basis for Processing Information Statutory duty / power to share

The legislation and/or regulations providing a mandatory duty or discretionary express or implied power for each of the partners to the agreement to share personal data for the purpose in this agreement include, but are not limited to:

- Data Protection Act 2018
- Care Act 2014
- Mental Capacity Act 2005

and any subsequent updates or amendments to legislation or guidance.

GDPR Legitimising Conditions

The Article 6 conditions relied on for this agreement are:

(c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).

(d) Vital interests: the processing is necessary to protect someone's life.

(e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

Where none of the conditions above apply, consent will be sought

(a) Consent : the data subject has given consent to the processing of his or her personal data for one or more specific purposes;

The Article 9 conditions relied on for this agreement are:

(b) necessary for the purposes of carrying out the **obligations and rights** of the controller or data subject in the field of employment, social security and social protection law

- (c) necessary to protect the **vital interests** of the data subject or of another person where the data subject is physically or legally incapable of giving consent
- (g) necessary for reasons of **substantial public interest** which is proportionate to the aim pursued
- (h) necessary for the purposes of preventive or occupational **medicine**, for the assessment of the **working capacity** of the employee, **medical diagnosis**, the **provision of health or social care** or treatment or the **management of health or social care systems and services**

Where none of the conditions above apply, consent will be sought

(a) Consent : the data subject has given consent to the processing of his or her personal data for one or more specific purposes;

Data Protection Act 2018

- Schedules 1 - 4
- Law Enforcement Processing – Part 3 and schedule 8.

Informing Individuals

The privacy notice / amendments relevant to this data sharing arrangement are:

Data should only be handled in a way that the data subject would reasonably expect and not used in a way that would have an adverse effect on them. A Privacy Notice has been published on the RBSAB website.

Adequacy, relevance, necessity

The following checks have been made regarding the adequacy, relevance and necessity for the collection or sharing of data:

- The GDPR protects the fundamental rights and freedoms of natural persons and in particular their right to the protection of personal data. The processing must represent a reasonable and proportionate way of achieving the purpose.
- Information will be processed (predominantly) on a case by case basis with a decision taken by the providing organisation relating to the information to be shared.
- Organisations should share as much information as is required to address the safeguarding issue.

Provisions for the accuracy of the data

The following provisions have been made to ensure information will be kept up to date and checked for accuracy and completeness by all organisations.

The data has already been collected by the safeguarding partners or other relevant agencies as part of their functions. This will include historic data.

On a case by case basis, where required, additional due diligence documentation will be requested by the RBSAB where there is a need to obtain further assurance or clarification on the accuracy of the data.

Adequate initial information will be provided to the providing organisation to ensure that an accurate 'match' can be made.

Retention and disposal requirements

The following arrangements have been made to manage retention and disposal of data by all organisations

Information is only retained while there is a need to keep it, and destroyed in line with retention schedules, guidelines and Data Protection Legislation.

Individual rights

Subject Access and other Data Protection requests will be dealt with as follows:

In line with information in the Memorandum of Understanding using procedures and ICO guidance.

Any upheld complaints relating to information shared will be notified to any recipients of the data e.g. a request for rectification or erasure of data.

Technical and organisational measures

Organisational and technical security controls to support the processing of this data are in place across all organisations including:

- Technical security controls and PSN accreditation
- Secure transmission of data e.g. secure email
- Signed confidentiality agreements for meeting attendees – under need to know principles
- Case specific agreements for relevant agencies
- Access controls in place to protect information provided on secure network drives
- System log-ins
- Training and guidance for staff processing information
- Retention and destruction procedures
- Individual rights procedures
- Security breach procedures

Dispute Resolution

Each agency/organisation undertakes to pursue a positive approach towards resolving any dispute which maintains a strong working relationships. Each agency/organisation will use all reasonable endeavours to identify a mutually acceptable solution.

In the event of a dispute in relation to the agreement, the RBSAB Chair will investigate and determine any steps that need to be taken to resolve the dispute or concern