

<b>Freedom of Information Act Publication Scheme</b>	
<b>Protective Marking</b>	Not Protectively Marked
<b>Publication Scheme Y/N</b>	Yes
<b>Title</b>	A purpose specific information sharing agreement documenting sharing within [Borough Name] MASH
<b>Version</b>	[Enter Number]
<b>Summary</b>	An agreement to formalise information sharing arrangements within [Borough Name] MASH, between London Borough [borough Name] Children's Services, [BOCU Name] borough police, and [list other partner organisations] for the purpose of identifying and assessing risks to children's wellbeing and welfare in the borough.
<b>Author</b>	
<b>Date Issued</b>	August 2013
<b>Review Date</b>	August 2014

**Generic guidance document:**

Protective marking	Not Classified
Suitable for Publication Scheme Y/N	Y
Purpose	Generic guidance document for use by boroughs engaged in the MASH project
Author	MASH ODG
Date created	August 2013
Review date	1 year

ISA Ref:

# Purpose Specific Information Sharing Arrangement

Version 5

Sharing of Information within the **[Borough Name]**  
Multi Agency Safeguarding Hub (MASH) to assist in  
identifying and assessing risks to children's wellbeing  
and welfare in the borough

[Insert Partners' Logos if appropriate / available]



**METROPOLITAN  
POLICE**

**TOTAL POLICING**

Index

<b>Section 1. Purpose of the agreement</b>	<b>Page 4</b>
<b>Section 2. Specific Purpose for sharing</b>	<b>Page 5</b>
<b>Section 3. Legal Basis for Sharing and Specifically what is to be Shared</b>	<b>Page 7</b>
<b>Section 4. Description of Arrangements including security matters</b>	<b>Page 13</b>
<b>Section 5. Agreement Signatures</b>	<b>Page 19</b>

## Section 1. Purpose of the Agreement

This agreement has been developed to:

- Define the specific purposes for which the signatory agencies have agreed to share information.
- Describe the roles and structures that will support the exchange of information between agencies.
- Set out the legal gateway through which the information is shared, including reference to the Human Rights Act 1998 and the common law duty of confidentiality.
- Describe the security procedures necessary to ensure that compliance with responsibilities under the Data Protection Act and agency specific security requirements.
- Describe how this arrangement will be monitored and reviewed. This should be after six months initially and annually thereafter.

The signatories to this agreement will represent the following agencies/bodies:

1. Director of Children's Services, London Borough of **[Borough name]**
2. Borough Commander **[Borough Name]** Metropolitan Police Service
3. **[List other partner agencies in the borough area]**
4. **Other parties as locally required e.g. [Caldecott Guardians]**
- 5.
- 6.

## Section 2. Specific Purpose for Sharing Information

For many years, the sharing by police of appropriate information about children who come to their notice with local authority social services has been vital in ensuring that as far as is possible the welfare of children is safeguarded. Research and experience has demonstrated the importance of information sharing across professional boundaries.

The Children Act 2004 emphasises the importance of safeguarding children by stating that relevant partner agencies - which include the police, children's services authorities, Clinical Commissioning Groups and the NHS Commissioning Board - must make sure that functions are discharged having regard to the need to safeguard and promote the welfare of children. The Act also states that they must make arrangements to promote co-operation between relevant partner agencies to improve the well-being of children in their area. Well-being is defined by the Act as relating to a child's:

1. physical and mental health and emotional well-being ('be healthy')
2. protection from harm and neglect ('stay safe')
3. education, training and recreation ('enjoy and achieve')
4. the contribution made by them to society ('make a positive contribution')
5. social and economic well-being ('achieve economic well-being')

Although most commonly used to refer to young people aged 16 or under, 'children' in terms of the scope of this Act means those aged nineteen or under.

Information upon which safeguarding decisions in relation to children and young people are made is held by numerous statutory and non statutory agencies. Many tragic cases across the UK have highlighted deficiencies within safeguarding partnerships in relation to the sharing of information and communication. Serious case reviews and inquiries (such as the Laming, Bichard) have directly attributed the lack of good information sharing and communication to the subsequent death of an individual.

The Working Together to Safeguard Children Guidance 2013 requires effective sharing of information between professionals and agencies to ensure effective identification, assessment and service provision. Fears about sharing information should not be allowed to stand in the way of the need to promote the welfare and protect the safety of children. Organisations should have arrangement in place which sets out clearly the processes and principles for sharing information between each other.

In order to deliver the best safeguarding decisions that ensure timely, necessary and proportionate interventions, decision makers need the full information picture concerning an individual and their circumstances to be available to them. Information viewed alone or in silos is unlikely to give the full picture or identify the true risk.

Therefore all the relevant information from various agencies needs to be available and accessible in one place. A Multi Agency Safeguarding Hub (MASH) helps ensure this and aids communication between all safeguarding partners. By ensuring all statutory partners have the ability to share information, it will help to identify those who are subject to, or likely to be subject to, harm in a timely manner, which will keep individuals safe from harm and assist signatories to this agreement in discharging their obligations under the Act.

MASH helps deliver three key functions for the safeguarding partnership;

**1. Information based risk assessment and decision making**

Identify through the best information available to the safeguarding partnership those children and young people who require support or a necessary and proportionate intervention.

**2. Victim identification and harm reduction**

Identify victims and future victims who are likely to experience harm and ensure partners work together to deliver harm reduction strategies and interventions.

**3. Co ordination of all safeguarding partners**

Ensure that the needs of all vulnerable people are identified and signposted to the relevant partner/s for the delivery and co ordination of harm reduction strategies and interventions.

The MASH model was highlighted in the Munro Report into Child Protection ([http://www.education.gov.uk/munroreview/downloads/8875\\_DfE\\_Munro\\_Report\\_TAGGED.pdf](http://www.education.gov.uk/munroreview/downloads/8875_DfE_Munro_Report_TAGGED.pdf)) as an example of good practice in multi-agency partnership working because of how it improved information sharing between participating agencies.

The aim of this information sharing agreement is to document how through the MASH set-up the signatories to this agreement will share information about children who have come to attention for being at risk of failing to achieve at least one of the five outcomes listed above on the previous page.

This agreement does not cover other information sharing between the signatory agencies that take place outside of the MASH. These transactions will be covered (where appropriate) by separate information sharing agreements.

### Section 3. Legal Basis for sharing and what specifically will be shared

HM Government has published two guidance documents which should be read in conjunction with this agreement and both are an invaluable resource for all safeguarding professionals;

- 1. Information Sharing: Guidance for practitioners and managers (2008)**
- 2. Information Sharing: Further guidance on legal issues (2009)**

Both documents should be considered as an accurate summary of legal principles and of what the law requires for decision making to be lawful concerning the sharing of information and not merely, as guidance.

Attention is drawn to the '**seven golden rules**' set out in the Information Sharing; Guidance for practitioners and managers 2008 (p11) as a practical exposition of the law relating to information sharing.

The London Child Protection Procedures should also be viewed as useful guidance in this area.

The Data Protection Act 1998 identifies 8 key principles in relation to the sharing of personalised data.

#### **1. First Principle<sup>1</sup>**

**The first data protection principle states that data must be processed lawfully and fairly.**

**A public authority must have some legal power entitling it to share the information.**

Some concerns regarding children where information will need to be shared under this agreement will often fall below a statutory threshold of Section 47 or even Section 17 Children Act 1989. If they do however fall within these sections of the 1989 Act then these sections will be the main legal gateway.

Sections 10 and 11 of the Children Act 2004 place new obligations upon Local authorities, police, clinical commission groups and the NHS Commissioning Board to co-operate with other relevant partners in promoting the welfare of children and also ensuring that their functions are discharged having regard to the need to safeguard and promote the welfare of children.

Section 10 and 11 of the Children Act 2004 create a 'permissive gateway' for information to be shared in a lawful manner. Such information sharing must take place in accordance with statutory requirements pertaining to the disclosure of information

---

<sup>1</sup> In accordance with the Data Protection Act 1998

namely the Data Protection Act 1998, the Human Rights Act 1998 and the Common Law duty of confidentiality.

Section 29 of the Data Protection Act 1998 does not give a direct power to disclose information, it does however state 'that if not disclosing information would prejudice the prevention/detection of crime and/or the apprehension/ prosecution of offenders, personal data can be disclosed'.

The details of some partner agencies legal powers to share information are set out in Appendix 1

Under this agreement, if not disclosing information to the MASH would prejudice the situations listed above, organisations are then exempt from the usual non-disclosure provisions and may provide the information requested / they wish to share proactively.

All decisions to share or not share information **must** be decided on a case-by-case basis and recorded.

### **Duty of Confidence**

A duty of confidence may be owed to both the holder of the data and to the data subject.

Much of the police information to be shared will not have been obtained under a duty of confidence as it is legitimately assumed that data subjects will understand that police will act appropriately with regards to the information for the purposes of preventing harm to or promoting the welfare of children. However, as a safeguard before any information is passed on, police information will undergo an assessment check against set criteria (included in Child Abuse Investigation section of Standard Operating Procedures) by the Public Protection Desk (PPD) within the MASH.

Whilst always applying the tests of proportionality and necessity to the decision to share information, the protection of children or other vulnerable persons would clearly fulfil a public interest test when passing the information to a partner agency whose work with the police would facilitate this aim. All information shared with a partner agency must be relevant to the case in point.

Information held by other agencies that will be shared in the MASH may have been gathered where a duty of confidence is owed. Duty of confidence is not an absolute bar to disclosure, as information can be shared where consent has been provided or where there is a strong enough public interest to do so.

### **Consent**

The starting point in relation to sharing information is that practitioners will be open and honest with families and individuals from the outset about why, what, how and with whom information will or could be shared.

It may be necessary and desirable to deviate from the normal approach of seeking consent from a family in cases where practitioners have reasonable grounds for believing that asking for consent would be unsafe or inappropriate. For example if there is an emergency situation or if seeking consent could create or increase a risk of harm.



There must be a proportionate reason for not seeking consent and the person making this decision must try to weigh up the important legal duty to seek consent and the damage that might be caused by the proposed information sharing on the one hand and balance that against whether any, and if so what type and amount of harm might be caused (or not prevented) by seeking consent.

There is no absolute requirement for agencies in the MASH to obtain consent before sharing information nor there a blanket policy of never doing so. There is an obligation to consider on all occasions and on a case by case basis whether information will be shared with or without consent. This determination by a practitioner should always be reasonable, necessary and proportionate. It should always be recorded together with the rationale for the decision. Further guidance on consent and information sharing is attached as Appendix 2

**Section 47 Thresholds do not determinate whether or not consent should be sought within MASH.**

It is inherent in the idea of seeking consent that it will be refused. If professionals consider it justifiable to override the refusal in the interests of the welfare of the child then they can and must do so. This decision must be proportionate to the harm that may be caused by proceeding without consent.

Where it is believed the aims of the MASH might be prejudiced if agencies were to seek consent the disclosing agency must consider the grounds to override the consent issue.

The disclosure of personal information without consent is legally justifiable if it falls within one of the defined category of public interest:

The Public Interest Criteria include:

- i) The administration of justice;
- ii) Maintaining public safety;
- iii) The apprehension of offenders;
- iv) The prevention of crime and disorder;
- v) The detection of crime;
- vi) The protection of vulnerable members of the community.

When judging the public interest, it is necessary to consider the following:

- i) Is the intended disclosure proportionate<sup>2</sup> to the intended aim?
- ii) What is the vulnerability of those who are at risk?
- iii) What is the impact of disclosure likely to be on the individual?
- iv) Is there another equally effective means of achieving the same aim?
- v) Is the disclosure necessary to prevent or detect crime and uphold the rights and freedoms of the public;
- vi) Is it necessary to disclose the information, to protect other vulnerable people?

---

<sup>2</sup> "Proportionate" is the critical issue.

As previously stated a proportionality test must be applied to ensure that a fair balance is achieved between the public interest and the rights of the data subject.

Information is shared initially within the MASH with or without consent in order to assess risk and harm which in turn identifies the proportionate level of response required.

Once a decision is made based on this shared information picture the local authority decision maker together with the relevant partner may hold back within the MASH any information which is deemed by the originating organisation to be too confidential for wider dissemination. Should it be decided to retain confidential information within the MASH then it will always be sign pointed to any professional who may receive a referral or request for service.

When overriding the duty of confidentiality the MASH must seek the views of the organisation that holds the duty of confidentiality and take into account their views in relation to breaching confidentiality. The organisation may wish to seek legal advice if time permits.

The MASH processes if followed correctly are relevant in relation to the determination of consent. The MASH comprises a relatively closed and controlled environment, this being a factor a practitioner can weigh in the balance to some extent in an appropriate case as one factor that can add to the conclusion that it is proportionate not to seek or to dispose with consent. It is not however a single overriding reason in the determination concerning consent.

All disclosures must be relevant and proportionate<sup>3</sup> to the intended aim of the disclosure.

### **Unified Privacy<sup>4</sup>**

It is a requirement of the Data Protection Act 1998 that all organisations that process personal data should have what is now known as 'Unified Privacy Notice' which will inform individuals about how their personal data will be used by that organisation. This notice will cover:

- (a) The identity of the data controller
- (b) If the data controller has nominated a representative for the purposes of the Act, the identity of that representative
- (c) The purpose or purposes for which the data are intended to be processed.
- (d) Any further information which is necessary, taking into account the specific circumstances in which the data are or are to be processed, to enable processing in respect of the data subject to be fair.

The local authority will publish a Unified Privacy Notice specifically identifying the MASH within it and partner organisations will all publish a Unified Privacy Notice in their normal manner. The MPS Unified Privacy Notice is published on the external MPS Publication Scheme and is also displayed within police station front offices and custody suites. It states that personal information will be used for the purposes of 'Policing' and also

---

<sup>3</sup> The implication here is that full records should not be routinely disclosed, as there will usually be information that is not relevant

<sup>4</sup> Previously known as; 'fair processing'.

states that the MPS *may* share this information with a variety of other agencies for the purposes of Policing.

Section 29 of the Data Protection Act 1998 allows agencies to share information if complying with the fair processing conditions i.e. telling individuals how their data will be processed/shared; would be likely to prejudice the purposes of the prevention or detection of crime and/or the apprehension and prosecution of offenders.

If staff of signatory agencies receive information and they believe that by NOT disclosing this information the police will be unable to prevent or detect a crime, or the police will be unable to apprehend or prosecute an offender, then they may fairly share that information with the police. This decision will be taken on a case-by-case basis and recorded.

### **Legitimate Expectation**

The sharing of the information by police fulfils a policing purpose, in that it will be done in order to protect life in some circumstances and in others it will fulfil a duty upon the police provided by statute law (Children Act 2004) i.e. co-operation to safeguard or promote the well being of children.

It can reasonably be assumed that the persons from whom information is obtained will legitimately expect that police will share it appropriately with any person or agency that will assist in fulfilling the policing purposes mentioned above.

As previously identified consent will have been considered before the individual's case is brought to the MASH. In cases, where consent has been granted individuals will have a legitimate expectation of how their data is going to be used and with whom it may be shared and why.

### **Human Rights Act 1998 - Article 8: The Right to Respect for Private and Family Life, Home and Correspondence**

**There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.**

Consent is relevant to the rights of those to whom confidential information relates, and thus to legal obligations such as the Human Rights Act 1998.

The sharing of information with children's services may engage Article 8 however there will be no contravention provided that an exception within Article 8(2) applies.

The benefits of effective sharing of information for the purposes set out in this agreement are to the direct benefit<sup>5</sup> of the citizen and so in the public interest. This agreement is:

In pursuit of a legitimate aim –

The promotion of the welfare and wellbeing of children and ensuring they achieve all five outcomes is, by virtue of S.11 of Children Act 2004, a legitimate aim and major responsibility of the signatories to this agreement. The sharing of information under this agreement is also in line with Articles 2 and 3 of the Human Rights Act 1988, namely the right to life and the right to prohibition of torture or inhuman or degrading treatment.

Proportionate –

The amount and type of information shared will only be that necessary to achieve the aim of this agreement. Information is always to be considered in terms of its proportionality in each set of circumstances, but it must always be remembered that the right to life is paramount.

An activity appropriate and necessary in a democratic society –

The police are obliged to do all that is reasonable to ensure the welfare of the most vulnerable of citizens and this is something that is necessary and appropriate in a democratic society. Other signatories to this agreement such as Clinical Commissioning Groups and Children's Services also have similar obligations, which are necessary and appropriate in a democratic society.

## **Schedule 2, Data Protection Act 1998**

**In addition to the legal criteria set out above, the information sharing arrangement must satisfy at least one condition in Schedule 2 of the Data Protection Act in relation to personal data.**

Schedule 2 is satisfied in the case of this agreement by condition 5(b) (the exercise of functions conferred under statute) as there is an implied gateway available for the sharing of information in these circumstances under S.11 Children Act 2004, which obliges the relevant agencies to ensure that its "functions are discharged having regard to the need to safeguard and promote the welfare of children".

Where the consent of the individual is received, Condition 1 (data subject has given consent to the processing of their data) will apply.]

## **Schedule 3, Data Protection Act 1998**

**If the information is "sensitive" (that is, where it relates to race, ethnic origin, political opinions, religion or belief system, membership of a trades union, physical/mental health or sexual life, the commission or alleged commission of**

---

<sup>5</sup> Benefit does not always equate to real public interest, and when it does, it still has to be 'proportionate'

**any offence, proceedings relating to the offence) you must satisfy at least one condition in Schedule 3.**

Schedule 3 is satisfied in the case of this agreement by condition 7, 'the processing is necessary for the exercise of any functions conferred on any person by or under an enactment' i.e. as mentioned above, Children Act 2004.

Where the consent of the individual is received, Condition 1 (data subject has given explicit consent to the processing of their data) will apply.]

## **2. Second Principle**

**Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.**

The MPS information exchanged under this agreement was obtained for policing purposes. Under this arrangement it will not be processed in any manner contradictory to that purpose. Likewise, other agencies also collect information for other purposes

All information will only be used within the MASH for the purposes of safeguarding the vulnerable and reducing harm, which is not incompatible with the reason it was originally collected.

## **3. Third Principle**

**Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.**

Due to the complexity of the MASH, providing a prescriptive list of data fields to be shared is difficult.

Any information that is shared into and within the MASH Hub will be decided on a case-by-case basis and must be relevant to the aims of this agreement.

Examples of data that may be shared include;

- *Name of subject (child) and other family members, their carers and other persons whose presence and/or relationship with the subject child or children, is relevant to identifying and assessing the risks to that child.*
- *Age/date of birth of subject and other family members, carers, other persons detailed.*
- *Ethnic origin of family members.*
- *Relevant Police information and intelligence*
- *School and educational information (to include family members where appropriate and relevant)*
- *GP and health records (to include family members where appropriate and relevant)*

- *Relevant ASB data*
- *Relevant data from London Ambulance Service or London Fire Brigade*
- *Housing and other partnership data relevant to the child and family who may affect the welfare of that child.*

Not all of the above information will be shared in every case; only relevant information will be shared on a case-by-case basis where an organisation has a 'need-to-know' about the information.

#### **4. Fourth Principle**

**Personal data shall be accurate and, where necessary, kept up to date.**

All the information supplied will be obtained from signatories' computer systems or paper records and subject to their own organisations reviews, procedures and validation. Any perceived inaccuracies should be reported to the contact at that agency for verification and any necessary action.

Whilst there will be regular sharing of information, the data itself will be 'historical' in nature. Specifically this means that the data fields exclusively relate to individual actions or events that will have already occurred at the time of sharing. These are not categories of information that will substantially alter or require updating in the future. The exception to this will be that of the unborn child.

#### **5. Fifth Principle**

**Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.**

The data will be kept in accordance with signatories' file destruction policy<sup>6</sup>. It is acknowledged that there is a need to retain data for varying lengths of time depending on the purpose and also in recognition of the importance of historical information for risk assessment purposes. However, once information is no longer needed, it should be destroyed.

#### **6. Sixth Principle**

**Personal data shall be processed in accordance with the rights of data subjects under this Act.**

Partners to this arrangement will respond to any notices from the Information Commissioner that imposes requirements to cease or change the way in which data is processed.

Partners will comply with subject access requests in compliance with the relevant legislation.

---

<sup>6</sup> See Annex A for details how this is done locally

## 7. Seventh Principle

**Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.**

Measures to satisfy the Seventh Principle are detailed in the Baseline Security Assessment document - prepared as part of the development of this agreement and included in Section Four of the purpose specific agreement, "Description of Arrangements including security matters"

## 8. Eighth Principle

**Personal data shall not be transferred to a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection of the rights and freedoms of data subjects in relation to the processing of personal data**

Under the terms of this agreement no information will be passed outside of the European Economic Area unless specific requirement exists and the originating organisation makes that decision for a particular reason in relation to the safeguarding of a child, young person or adult with a safeguarding need. Legal advice may be necessary in these cases.

## Section 4. Description of arrangements including security matters.<sup>7</sup>

### Business Processes

#### Information entering the MASH from Police:

Where it has come to the police's attention that a child is in circumstances that are adversely impacting upon their welfare or safety i.e. failing at least one of the 5 Every Child Matters outcomes, a Pre-Assessment Checklist (PAC) report will be placed by the reporting police officer on to the MPS IT system MERLIN.

Police officers based in the MASH will review these PACs to see if there is a need to inform children services that the child has come to police attention. They will check to see if there is an open case about the child on Children Social Care's (CSC) database; [insert name of database]. The police access to the CSC database will only be to identify if an 'open case' exists and for no other reason. Where there is an open case, the police will forward the PAC straight to the MASH referral co-ordinator, who will send it on to the responsible case-worker. Where there is no open case on the child, the police officers will conduct further research about what other relevant information the MPS has relating to the welfare of the child. They will send the initial PAC and subsequent research on Form 87M via secure email to the MASH referral co-ordinator.

Upon receiving this information, the MASH referral co-ordinator will create a new case record on [insert name of database] and see what information the CSC hold on any Local Authority database that is relevant to the MASH enquiry. CSC may also request other organisations to search their respective databases accessible within the MASH for relevant information but each organisation will need to consider consent at this stage. Using the collated police, partner organisations and council information, a MASH assessment will be done to see if the child is suitable to be considered in the MASH environment, and which other agencies (represented within the MASH or outside) should be approached for further information.

If the decision is made to seek information held outside the MASH the local authority decision maker will consider the issue of consent in respect of any PAC forwarded by the MPS for which they intend to seek further information from another partner.

These agencies will then be asked to provide relevant information to the MASH, for use in interacting with the child and safeguarding the child's well-being. This information is required so that a full a picture as possible is known about the child, meaning the best and most appropriate assistance can be given to them. Based on an assessment of all the information gathered, the local authority decision maker will then decide what the most suitable course of action will be (ie, referral to social services, placement on a early intervention option etc). Relevant information will then be passed on to agencies who 'need-to-know' that information when interacting with that child.

---

<sup>7</sup> Annex A contains details of the practical arrangements made in the NHS to ensure security, around, for example, holding and storing electronic data, encryption and use of mobile devices



### **Information entering the MASH from non-police sources:**

Information about a child where there are concerns about its welfare will be passed to the MASH referral co-ordinator. Similar to the police process, they will check to see if there is an open case, and if so, forward that information on to the relevant case-worker. Where there is not an open case, they will create a new case record; identify if there is any other relevant information held by the local authority CSC and conduct a MASH assessment.

Before considering if the case should continue through the MASH process, the local authority decision maker of the MASH will consult with the police sergeant based within the MASH to see if a crime has been committed. If one has, this will be recorded by the police and an investigation initiated. A decision will then be taken as to whether action can be taken by the MASH at this time or whether this should wait for the conclusion of the police investigation.

If it is decided that the case should continue through the MASH process, other relevant agencies (both inside and outside the MASH, including the police) will be asked to provide relevant information to the MASH so that the local authority decision maker will have as full a picture as possible when assessing and making decisions as to what the best and most appropriate assistance and interaction with the child should be. Once they have decided what this is, the local authority decision maker will refer the child to that service, passing across relevant information that the agency they have been referred to 'need-to-know'.

### **Business Continuity**

All partners to this agreement will provide a list of contacts to deal with queries and requests for information under this agreement. The organisations will also nominate persons to act as the contact to ensure continuity in the absence of the original points of contact.

If secure email is not available, then information will be shared via hand or fax.

All information will be recorded centrally in the MASH on **[insert name of database]**. However, other agencies can and are encouraged to keep their own records so that each organisation is aware of which and how its information is being used.

### **Confidentiality and Vetting**

The information to be shared under this agreement is classified as 'RESTRICTED' under the Government Protective Marking System. Vetting is not mandatory to view this grade of information; however staff working within the MASH environment will either be vetted to CTC level or have an 'Enhanced' DBS check. What is required at 'RESTRICTED' level access is a strict 'need-to-know' the information, which all staff viewing shared information must have.

Signatories to this agreement agree to seek the permission of the originating agency if they wish to disseminate shared information outside of the MASH environment. Such permission will only be granted where proposed sharing is within the agreed principles: i.e. for safeguarding and supporting the wellbeing of children or for policing purposes, (page 9).

## **Compliance**

All signatories to this agreement accept responsibility for ensuring that all appropriate security arrangements are complied with. Any issues concerning compliance with security measures will form part of the annual review of this agreement.

## **Sanctions**

Any unauthorised release of information or breach of conditions contained within this agreement will be dealt with through the internal discipline procedures of the individual partner agency.

Non-compliance and/or breaches of the security arrangements with regards to police information will be reported to the MPS Borough and reviewed with regards for any risk in the breach.

All parties are aware that in extreme circumstances, non-compliance with the terms of this agreement may result in the agreement being suspended or terminated.

## **Training / Awareness**

All partners will hold a copy of this agreement. It is the responsibility of each partner to ensure that all individuals likely to come in contact with the data shared under this agreement are trained in the terms of this agreement and their own responsibilities.

## **Partner's Building and Perimeter Security**

Information will be stored in secured premises, e.g. not in areas where the public have access.

## **Movement of Information**

Information will be sent and received electronically to ensure there is an audit trail of its movement.

Any e-mail communication will be by way of secure, appropriate and approved methods. The sharing of information must be done via secure email, meaning only email addresses with .pnn, .gcsx, .cjsm, .gsi and nhs.net or egress will be used.

## **Storage of Information on Partner's System**

The MASH enquiry records will be stored on the CSC system; [insert name of database].

However, other agencies may be passed information from the MASH case record where appropriate for further interaction with a child, which may also be stored electronically.

All Signatories to this agreement confirm that there are adequate security measures on their electronic systems that information from partners may be transferred to. Information can only be accessed via username and password. Partners confirm that permission to access to MASH information held electronically by partners will be granted on a strict 'need-to-know' basis once it is contained within partners' electronic systems.

### **Storage of Papers**

It is not the intention of this agreement that information will be produced in a hard format. If information is printed off an electronic system, it will be the partner's responsibility to keep the information secure by measures such as storing documents in a locked container when not in use. Access to printed documents must be limited only to those with a valid 'need to know' that information. There should also be a clear desk policy and particular information from any agency is only assessed when needed and stored correctly and securely when not in use.

### **Disposal of Electronic Information**

Once information contained within emails is transferred to partner's electronic systems, the emails will be deleted.

Information will be held in electronic systems until the information is no longer required. Information provided as part of this agreement will be the subject of review by the partner agencies. Information will be destroyed in accordance with each agencies code of practice in handling information and with regards to their responsibilities under the Data Protection Act.

If information is stored by partners electronically on their systems, information must be overwritten using an appropriate software utility e.g. Norton Utilities or CD discs physically destroyed

### **Disposal of Papers**

As mentioned previously, it is not the intention of this agreement that information will be produced in a hard format. If information is printed off an electronic system, it will be the partner's responsibility to dispose of the information in an appropriate secure manner i.e. shredding or through a 'RESTRICTED' waste system, once it is no longer needed.

### **Review**

The arrangements held within this document will be reviewed initially after six months and then annually thereafter

### **Governance arrangement**

Under this agreement, the bodies responsible for strategic direction and operational management of the MASH are the Strategic Board and the Operational Steering Group.

The Local Safeguarding Children Board will also have a role in overseeing the workings of the MASH. The details of the governance arrangement are set out in Appendix 3.

### **Freedom of Information Requests**

This document and the arrangements it details will be disclosable for the purposes of the Freedom of Information Act 2000 and so will be published within the signatories' Publication Schemes.

Any requests for information made under the Act that relates to the operation of this agreement should, where applicable, be dealt with in accordance with the Code of Practice under S.45 Freedom of Information Act 2000.

This Code of Practice contains provisions relating to consultation with others who are likely to be affected by the disclosure (or non-disclosure) of the information requested. The Code also relates to the process by which one authority may also transfer all or part of a request to another authority if it relates to information they do not hold.

The Data Protection Act gives individuals certain rights over their personal data. These include the right to access personal data held about them; the right to know how their data is being used; and the right to object to the way their data is being used. Individuals may have queries or complaints about how their personal data is being shared. Haringey Children and Young People's Services will be the single point of contact for queries or complaints from members of the public relating to information shared in the MASH and will take lead responsibility in responding to such queries or complaints. Partner agencies agree to cooperate where they have information of relevance to such queries or complaints.

If the query or complaint affects more than one partner agency, it should be dealt with in accordance with each agency complaints procedure and brought to the attention of the appropriate complaints officer who should liaise to respond to or investigate the complaints.

## Section 5. Agreement to abide by this arrangement

The agencies signing this agreement accept that the procedures laid down in this document provide a secure framework for the sharing of information between their agencies in a manner compliant with their statutory 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.
- Engage in a review of this agreement with partners initially after 6 months from signature then at least annually.

**We the undersigned agree that each agency/organisation that we represent will adopt and adhere to this information sharing agreement:**

Agency	Post Held	Name	Signature	Date
[Council Children Services]				
Metropolitan Police Service, [BOCU Name] borough				
[CCG Name]				
[Insert the names of other signatories to this agreement]				



## Annex A: guidance on handling information in the MASH from an NHS point of view

Version	0.3
Date	21 December 2012
Author	V0.1: NHS London: Stephen Elgar, Richard Carthew (based on Havering MASH draft ISA) V0.2 Amended by Mary Mullix (NHSL) and Mark Clark (MPS) V0.3 Amended following comments from the London MASH Operational Group

### 1. Information entering the MASH from non-police sources

1.1 Information about a child where there are concerns about their welfare will be passed to the local authority decision maker in the MASH (i.e. the person who co-ordinates the MASH enquiry). Similarly to the police process, they will check the relevant information system (usually – but not always – the Council’s Children’s Services system) to see if there is an open case, and if so, forward that information on to the relevant case-worker. Where there is not an open case, they will create a new case record, see if there is any other relevant information held by [Council Children Services] and conduct a MASH risk assessment.

1.2 Before considering if the case should continue through the MASH process, the local authority decision maker of the MASH will consult with the Police Sergeant based within the MASH to see if a crime has been committed. If one has, this will be recorded by the sergeant and an investigation started. A decision will then be taken as to whether action can be taken by the MASH then or they should wait for the conclusion of the police investigation.

1.3 If it is decided that the case can continue through the MASH process, other relevant agencies (both inside and outside the MASH, including the police) will be asked to provide relevant information to the MASH so that the local authority decision maker will have full a picture as possible when assessing and making decisions as to what the best and most appropriate assistance and interaction with the child should be. The contact for health is the health professional who forms part of the MASH team who will contact other health partners to obtain information to assist in the Risk assessment. Once they have decided what this is, the local authority decision maker will refer the child to that service, passing across relevant information to the agency they have been referred to on a ‘need-to-know’.

### 2. Business Continuity

2.1 All partners to this agreement will provide a list of contacts to deal with queries and requests for information under this agreement. The organisations will also nominate persons to act as the contact to ensure continuity in the absence of the original points of contact.

2.2 If secure email is not available, then information will be shared via hand or fax [or orally, and recorded contemporaneously in the MASH].

2.3 All information will be recorded centrally in the MASH on [insert name of database]. However, other agencies can and are encouraged to keep local records so that their organisation is aware of how its information is being used.

### **3. Confidentiality and Vetting**

3.1 The information to be shared under this agreement is classified as 'RESTRICTED' under the Government Protective Marking System. Vetting is not mandatory to view this grade of information; however staff working within the MASH environment will either be vetted to CTC level or will be CRB vetted. What is required at 'RESTRICTED' level access is a strict 'need-to-know' the information, which all staff viewing shared information will have.

3.2 Signatories to this Information Sharing Agreement agree to seek the permission of the originating agency if they wish to disseminate shared information outside the MASH environment. Such permission will only be granted where proposed sharing is within the agreed principles: i.e. for policing purposes, safeguarding and supporting the wellbeing of children. [DN: need more guidance on whom/which roles would in practice be expected to seek permission from the originating agency to share MASH information.]

### **4. Movement of Information**

4.1 Information will be sent and received electronically to ensure there is an audit trail of its movement. All information shared over the phone should be recorded contemporaneously in the MASH records.

4.2 Any e-mail communication will be by way of secure, appropriate and approved methods. The sharing of any information must be done via secure email, meaning only email addresses with .pnn, .gcsx, .cjsm, .gsi and nhs.net will be used.

### **5. Storage of Information on Partner's System**

5.1 The MASH case records normally will be stored on [Council Children Service's] system [insert name of database]. Other secure solutions might be used locally [DN: to be explained here, as locally appropriate.] However other agencies may be passed information from the MASH case record where appropriate for further interaction with a child, which may also be stored electronically.

5.2 All signatories to this agreement confirm that there are adequate security measures on their electronic systems that information from partners may be transferred (but only on a strict need-to-know basis). Information can only be accessed via username and password. Partners confirm that permission to access to MASH information held electronically by partners will be granted on a strict 'need-to-know' basis once it is contained within partners' electronic systems.

### **6. Storage of Papers**

6.1 It is not the intention of this agreement that information will be produced in a hard format. If information is printed off of an electronic system, it will be the partners' responsibility to



keep the information secure by measures such as storing documents in a locked container when not in use. Access to printed documents must be limited only to those with a valid 'need to know' that information. There should also be a clear desk policy where MPS information in particular is only assessed when needed and stored correctly and securely when not in use.

## **7. Disposal of Electronic Information**

7.1 Once information contained within emails is transferred to a partner's electronic system, the emails will be deleted.

7.2 Information will be held in electronic systems until the information is no longer required. Information provided as part of this agreement will be the subject of review by the partner agencies. Information will be destroyed in accordance with each agencies code of practice in handling information and with regards to their responsibilities under the Data Protection Act.

7.3 If information is stored by partners electronically on their systems, information must be overwritten using an appropriate software utility e.g. Norton Utilities or CD discs physically destroyed

## **8. Disposal of Papers**

8.1 As mentioned previously, it is not the intention of this agreement that information will be produced in a hard format. If information is printed off an electronic system, it will be the partners' responsibility to dispose of the information in an appropriate secure manner (i.e. shredding, through a 'RESTRICTED' waste system) once it is no longer needed; and record the fact that the hard copy has been destroyed.

## **9. Reporting procedures**

9.1 There needs to be an agreed procedure for using non-anonymised information for service planning, commissioning, statutory returns and review, either:

- The parties will anonymise information before they make it available for service planning, commissioning, statutory returns and review purposes; or
- Sharing information for service planning, commissioning, statutory returns and review purposes will follow the local procedure, which should have been approved by the Parties' respective Caldicott Guardians, data protection officers or equivalent.

[DN: local variants of this Annex will be expected to provide appropriate links (urls) to that Council's website which will explain MASH, how it works, general advice on information security and handling etc. etc.]

## APPENDIX 1

### LEGAL POWERS TO SHARE INFORMATION

#### The Children Act 1989

Section 47 of the Children Act 1989 places a duty on local authorities to make enquiries where they have reasonable cause to suspect that a child in their area may be at risk of suffering significant harm. Section 47 states that unless in all the circumstances it would be unreasonable for them to do so, the following authorities must assist a local authority with these enquiries if requested, in particular by providing relevant information:

- any local authority;
- any local education authority;
- any housing authority;
- any health authority;
- any person authorised by the Secretary of State.

A local authority may also request help from those listed above in connection with its functions under Part 3 of the Act. Part 3 of the Act, which comprises of sections 17-30, allows for local authorities to provide various types of support for children and families. In particular, section 17 places a general duty on local authorities to provide services for children in need in their area. Section 27 enables the authority to request the help of one of those listed above where it appears that such an authority could, by taking any specified action, help in the exercise of any of their functions under Part 3 of the Act. Authorities are required to co-operate with a request for help so far as it is compatible with their own statutory duties and does not unduly prejudice the discharge of any of their functions.

#### The Children Act 2004

Section 10 of the Act places a duty on each children's services authority to make arrangements to promote co-operation between itself and relevant partner agencies to improve the well-being of children in their area in relation to:

- Physical and mental health, and emotional well-being;
- Protection from harm and neglect;
- Education, training and recreation;
- Making a positive contribution to society;
- Social and economic well-being.

The relevant partners must co-operate with the local authority to make arrangements to improve the well-being of children. The relevant partners are:

- district councils;
- the police;
- the Probation Service;
- youth offending teams (YOTs);
- strategic health authorities and primary care trusts;
- Connexions;
- the Learning and Skills Council.

This statutory guidance for section 10 of the Act states good information sharing is key to successful collaborative working and arrangements under this section should ensure information is shared for strategic planning purposes and to support effective service delivery. It also states these arrangements should cover issues such as improving the understanding of the legal framework and developing better information sharing practice between and within organisations.

Section 11 of the Act places a duty on key persons and bodies to make arrangements to ensure their functions are discharged with regard to the need to safeguard and promote the welfare of children. The key people and bodies are:

- local authorities (including district councils);
- the police;
- the Probation Service;
- bodies within the National Health Service (NHS);
- Connexions;
- YOTs;
- governors/directors of prisons and young offender institutions;
- directors of secure training centres;
- the British Transport Police.

The section 11 duty does not give agencies any new functions, nor does it override their existing ones, it simply requires them to:

- carry out their existing functions in a way that takes into account the need to safeguard and promote the welfare of children;
- ensure services they contract out to others are provided having regard to this need (to safeguard and promote the welfare of children).

In order to safeguard and promote the welfare of children, arrangements should ensure that:

- all staff in contact with children understand what to do and are aware of the most effective ways of sharing information if they believe a child and family may require targeted or specialist services in order to achieve their optimal outcomes;
- all staff in contact with children understand what to do and when to share information if they believe that a child may be in need, including those children suffering or at risk of significant harm.

## **Education Act 2002**

The duty laid out in section 11 of the Children Act 2004 mirrors the duty imposed by section 175 of the Education Act 2002 on LEAs and the governing bodies of both maintained schools and further education institutions. This duty is to make arrangements to carry out their functions with a view to safeguarding and promoting the welfare of children and follow the guidance in *Safeguarding Children in Education* (DfES 2004).

The guidance applies to proprietors of independent schools by virtue of section 157 of the Education Act 2002 and the Education (Independent Schools Standards) Regulations 2003.

Section 21 of the Act, as amended by section 38 of the Education and Inspections Act 2006, places a duty on the governing body of a maintained school to promote the well-being of pupils at the school. Well-being in this section is defined with reference to section 10 of the Children Act 2004 (see paragraph 5.5 above). The Act adds that this duty has to be considered with regard to any relevant children and young person's plan.

This duty extends the responsibility of the governing body and maintained schools beyond that of educational achievement and highlights the role of a school in all aspects of the child's life. Involvement of other services may be required in order to fulfil this duty so there may be an implied power to work collaboratively and share information for this purpose.

### **Education Act 1996**

Section 13 of the Education Act 1996 provides that an LEA shall (so far as their powers enable them to do so) contribute towards the spiritual, moral, mental and physical development of the community, by securing that efficient primary and secondary education is available to meet the needs of the population of the area. Details of the number of children in the local authority's area and an analysis of their needs are required in order to fulfil this duty, therefore there may be an implied power to collect and use information for this purpose.

Section 408 and the Education (Pupil Information)(England) Regulations 2005 requires the transfer of the pupil's common transfer file and educational record when a pupil changes school.

Section 434 (4) of the Act requires LEAs to request schools to provide details of children registered at a school.

### **Learning and Skills Act 2000**

Section 117 of the Learning and Skills Act 2000 provides for help to a young person to enable them to take part in further education and training.

Section 119 enables Connexions Services to share information with Jobcentre Plus to support young people to obtain appropriate benefits under the Social Security Contributions and Benefits Act 1992 and Social Security Administration Act 1992.

### **Education (SEN) Regulations 2001**

Regulation 6 provides that when the LEA is considering making an assessment of a child's special educational needs, it is obliged to send copies of the notice to social services, health authorities and the head teacher of the school (if any) asking for relevant information.

Regulation 18 provides that all schools must provide Connexions Services with information regarding all Year 10 children who have a statement of special educational needs.

## Children (Leaving Care) Act 2000

The main purpose of the Act is to help young people who have been looked after by a local authority, move from care into living independently in as stable a fashion as possible. To do this it amends the Children Act 1989 (c.41) to place a duty on local authorities to assess and meet need. The responsible local authority is under a duty to assess and meet the care and support needs of **eligible** and **relevant** children and young people and to assist **former relevant children**, in particular in respect of their employment, education and training.

Sharing information with other agencies will enable the local authority to fulfil the statutory duty to provide after care services to young people leaving public care.

## Mental Capacity Act 2005

The Mental Capacity Act 2005 (MCA) and the associated Code of Practice contain guidance that is applicable to considerations of a person's capacity or lack of capacity to give consent to information sharing.

Section 1 of the MCA sets out 5 statutory principles on capacity:

- A person must be assumed to have capacity unless it is established that they lack capacity.
- A person is not to be treated as unable to make a decision unless all practicable steps to help him to do so have been taken without success.
- A person is not to be treated as unable to make a decision merely because he makes an unwise decision.
- An act carried out or a decision made, under this Act for or on behalf of a person who lacks capacity, must be done in his best interests.
- Before the act is done, or the decision is made, regard must be had to whether the purpose for which it is needed can be as effectively achieved in a way that is less restrictive on the person's rights and freedom of action.

## Mental Capacity Act 2005 Code of Practice

Chapter 4 of the Mental Capacity Act 2005 Code of Practice provides guidance on how to assess whether someone has the capacity to make a decision. In this chapter, as throughout the Code, a person's capacity (or lack of capacity) refers specifically to their capacity to make a particular decision at the time it needs to be made.

Assessing capacity: Anyone assessing someone's capacity to make a decision for themselves should use the two-stage test of capacity:

- Does the person have an impairment of the mind or brain, or is there some sort of disturbance affecting the way their mind or brain works? (It doesn't matter whether the impairment or disturbance is temporary or permanent).

- If so, does that impairment or disturbance mean that the person is unable to make the decision in question at the time it needs to be made?

#### Assessing ability to make a decision

- Does the person have a general understanding of what decision they need to make and why they need to make it?
- Does the person have a general understanding of the likely consequences of making, or not making, this decision?
- Is the person able to understand, retain, use and weigh up the information relevant to this decision?
- Can the person communicate their decision (by talking, using sign language or any other means)? Would the services of a professional (such as a speech and language therapist) be helpful?

#### Assessing capacity to make more complex or serious decisions

- Is there a need for a more thorough assessment (perhaps by involving a doctor or other professional expert)?

#### **Immigration and Asylum Act 1999**

Section 20 provides for a range of information sharing for the purposes of the Secretary of State:

- to undertake the administration of immigration controls to detect or prevent criminal offences under the Immigration Act;
- to undertake the provision of support for asylum seekers and their dependents.

#### **Criminal Justice Act 2003**

Section 325 of this Act details the arrangements for assessing risk posed by different offenders:

- The “responsible authority” in relation to any area, means the chief officer of police, the local probation board and the Minister of the Crown exercising functions in relation to prisons, acting jointly.
- The responsible authority must establish arrangements for the purpose of assessing and managing the risks posed in that area by:
  - a) relevant sexual and violent offenders; and
  - b) other persons who, by reason of offences committed by them are considered by the responsible authority to be persons who may cause serious harm to the public (this includes children)
- In establishing those arrangements, the responsible authority must act in co-operation with the persons identified below
- • Co-operation may include the exchange of information.

The following agencies have a duty to co-operate with these arrangements:

- a) every youth offending team established for an area
- b) the Ministers of the Crown, exercising functions in relation to social security, child support, war pensions, employment and training
- c) every local education authority
- d) every local housing authority or social services authority
- e) every registered social landlord who provides or manages residential accommodation
- f) every health authority or strategic health authority
- g) every primary care trust or local health board
- h) every NHS trust
- i) every person who is designated by the Secretary of State as a provider of electronic monitoring services

### **Crime and Disorder Act 1998**

Section 17 applies to a local authority (as defined by the Local Government Act 1972); a joint authority; a police authority; a national park authority; and the Broads Authority. As amended by the Greater London Authority Act 1999 it applies to the London Fire and Emergency Planning Authority from July 2000 and to all fire and rescue authorities with effect from April 2003, by virtue of an amendment in the Police Reform Act 2002.

It recognises that these key authorities have responsibility for the provision of a wide and varied range of services to and within the community. In carrying out these functions, section 17 places a duty on them to do all they can to reasonably prevent crime and disorder in their area.

The purpose of this section is simple: the level of crime and its impact are influenced by the decisions and activities taken in the day to day business of local bodies and organisations. Section 17 is aimed at giving the vital work of crime and disorder reduction a focus across a wide range of local services that influence and impact upon community safety and putting it at the heart of local decision making. Section 17 is a key consideration for these agencies in their work in crime and disorder reduction partnerships, drug action teams, YOTs, children's trusts and local safeguarding children boards.

Section 37 sets out that the principal aim of the youth justice system is to prevent offending by children and young people and requires everyone carrying out youth justice functions to have regard to that aim.

Section 39(5) sets out the statutory membership of YOTs reflecting their responsibilities both as a criminal justice agency and a children's service. The membership and consists of the following:

- at least one probation officer;
- at least one police officer;
- at least one person nominated by a health authority;
- at least one person with experience in education;
- at least one person with experience of social work in relation to children.

YOTs have a statutory duty to coordinate the provision of youth justice services including advising courts, supervising community interventions and sentences, working with secure establishments in respect of young people serving custodial sentences and also in the latter category of a children's service.

As YOTs are multi-agency teams, members will also need to be aware of the need to safeguard and promote the welfare of children in their constituent agency.

Section 115 provides any person with a power but not an obligation to disclose information to responsible public bodies (e.g. police, local and health authorities) and with co-operating bodies (e.g. domestic violence support groups, victim support groups) participating in the formulation and implementation of the local crime and disorder strategy.

The police have an important and general common law power to share information to prevent, detect and reduce crime. However, some other public organisations that collect information may not have previously had the power to share it with the police and others. Section 115 clearly sets out the power of any organisation to share information with the police authorities, local authority (including parish and community councils), Probation Service and health authority (or anyone acting on their behalf) for the purposes of the Act.

This ensures that information may be shared for a range of purposes covered by the Act, for example for the functions of the crime and disorder reduction partnerships and YOTs, the compilation of reports on parenting orders, anti-social behaviour orders, sex offender orders and drug testing orders.

### **National Health Service Act 1977**

The National Health Service Act 1977 Act provides for a comprehensive health service for England and Wales to improve the physical and mental health of the population and to prevent, diagnose and treat illness.

Section 2 of the Act provides for sharing information with other NHS professionals and practitioners from other agencies carrying out health service functions that would otherwise be carried out by the NHS.

### **National Health Service Act 2006**

Section 82 of the National Health Service Act 2006 places a duty on NHS bodies and local authorities to co-operate with one another in order to secure and advance the health and welfare of the people of England and Wales.

### **The Adoption and Children Act 2002**

The Adoption and Children Act 2002 and the associated Regulations make provision for obtaining, recording and keeping confidential information about adopted children and/or their relatives. The Act and Regulations, give limited express power to share information, in prescribed circumstances as laid out in the legislation. Information about pre-2002 Act



adoptions remains governed by the provisions of the Adoption Agencies Regulations 1983. Legal advice should be sought before any disclosure from adoption records.

## APPENDIX 2

### CONSENT AND INFORMATION SHARING

- 1 Partner agencies must have regard to the Working Together to Safeguard Children 2013 Guidance, Information Sharing: Guidance for Practitioners and Managers 2008 and The London Child Protection Procedures 2013 when considering referrals that require the sharing of information.
2. Partner agencies must consider whether to seek consent from the child or young person of sufficient age and understanding or their parents where appropriate, to share their personal information with other partner agencies. Obtaining informed and explicit consent for information sharing is very important and ideally should be obtained from the start.
3. Partner agencies should be open and honest with the person (and/or their family where appropriate) from the outset about why, what, how and with whom information will, or could be shared, and seek their agreement, unless it is unsafe or inappropriate to do so.
4. There are a range of circumstances where the obligation to seek consent (from a child or young person of sufficient age and understanding or a parent) does not apply. These include circumstances where seeking consent would:
  - a) place a person (the individual, family member, yourself or a third party) at increased risk of significant harm if a child, or serious harm if an adult; or
  - b) prejudice the prevention, detection or prosecution of a serious crime; or
  - c) lead to an unjustified delay in making enquiries about allegations of significant harm to a child, or serious harm to an adult.

These circumstances are not confined to cases where the Section 47 threshold has been met. If at the relevant time the Section 47 threshold is not met and one of the other circumstances in 4 (a) to (c) above is met, the decision can be made not to seek consent.

5. Where possible, the wishes of children, young people or parents who do not consent to share confidential information should be respected. However, information may still be shared without consent if, in the partner agency judgement based on the facts of the case there is sufficient need in the public interest to override an absence of consent to protect the welfare of a child.
6. Partner agencies must ensure that information shared is necessary, proportionate, relevant, accurate, timely and secure. The information share must be necessary for the purpose for which it is shared; it is shared only with agencies that need to have it; it is accurate and up-to-date; it is shared in a timely fashion, and is shared securely.

7. Where consent is refused to share information, this may be additional information on which to make a judgement on whether the child is at risk of significant harm or there is a need to investigate the issue further. The recording of the decision to proceed without parental consent in either of these scenarios or for other reasons is therefore essential.
8. Where consent is sought, it must be properly informed, which means that the person giving consent needs to understand why information needs to be shared, what will be shared, who will see their information, the purpose for which it will be put and the implications of sharing that information. They will need to be told, in general terms, what questions the Council wishes to ask, of whom, why, and what information the Council will be providing to external persons or bodies in the course of making its enquiries.
9. Partner agencies must keep record of all information sharing decision. The record should include:
  - a) the date and time;
  - b) a summary of the information;
  - c) the requestor's name, job title, organisation;
  - d) partner agency decision (whether to share or not) and the reasons for this decision;
  - e) whether you are sharing with or without consent;
  - f) if sharing without consent, whether the person or family were informed and, if not why not;
  - g) who consented or authorised the information sharing, if appropriate;
  - h) what type of information was shared (but not the content); and
  - i) how the information was shared (email, phone etc);

## APPENDIX 3

### GOVERNANCE ARRANGEMENT

1. Under this Agreement, the bodies responsible for strategic direction and operational management of the MASH are the Strategic Board and the Operational Steering Group. The Local Safeguarding Children Board will also have a role in overseeing the workings of the MASH. These bodies (of which include representatives of the partner agencies) shall ensure that there is an effective governance arrangement for the MASH to meet the MASH objectives and in discharge of agencies statutory obligation to safeguard children. A flowchart of the governance arrangement is set out in Appendix ..... of this Agreement.

#### Strategic Board

2. The Strategic Board is responsible for strategy, policy and management of the MASH arrangement. The Board will be chaired by the Director of Children Services (DCS) and comprise a representative each from the MASH partner organisations. The Board will meet on a quarterly basis to consider reports and recommendations from the Operational Steering Group. However, the Chair shall have the authority to call a meeting of Board at any time if she/he considers it appropriate by giving 48 hours notice if possible to each of the MASH partner. For the Board to be quorate at least one representative from the MASH partner and one officer from the Council must be present.
3. The Terms of Reference of the Board are to:
  - a) Oversee development of the MASH strategy, policy and procedures to meet national and local requirements;
  - b) Approve the strategy, direction and outcomes of the MASH arrangement;
  - c) Establishing management and decision making processes;
  - d) Approve the financing model of the MASH, whether as a joint pooled model or where each partner retains complete autonomy;
  - e) Review, evaluate and approve major development to MASH arrangement;
  - f) Consider and review the operation and performance of the MASH;
  - g) Oversee the production and consideration of performance management reports and the presentation of such reports to other decision making bodies (such as the Local Safeguarding Children Board), as required;

- h) Consider and review the reports of any audit (including annual information audit);
- i) Consider reports on the operational and organisational risk to the MASH arrangement;
- j) Oversee risk assessments arising from and within the MASH arrangement. Monitor, control and mitigate the risk(s) identified;
- k) Monitor complaints on the operation of the MASH arrangements;
- l) Agree an annual report on the working of the MASH and to be presented to the Local Safeguarding Children Board.

#### Operational Steering Group

- 4. The Operational Steering Group will be responsible for the day-to-day operation, management and development of the MASH arrangement. The Group will be chaired by the Senior MASH manager and comprise a representative each from the MASH partner organisations. The Group will meet ..... at least ..... in advance of the meeting of the Strategic Board. However, the Chair of the Group will have the authority to call a meeting of the Group at any time if she/he considers it appropriate by giving 48 hours notice if possible to each of the MASH partners representatives. For the Group to be quorate at least one representative from the MASH partner and one officer from the Council must be present. The Group will aim to reach consensus on any decisions that it makes. If the Group cannot reach consensus on any substantive/major decisions, any such matters will be referred to the Strategic Board. The Group will prepare an annual report on the working this MASH arrangement for approval by the Strategic Board.
- 5. The Terms of Reference of the Group are to:
  - a) Develop service provision within the MASH, review and evaluate policy and practice and make recommendations for change to Strategic Board with a view to continual improvement;
  - b) Implement any agreed MASH strategy, policy and procedures so as to meet national and local requirements;
  - c) Review and report on the operation and performance of the MASH and any proposed significant development and changes to the MASH arrangement;
  - d) To carry out or arrange annual information audits and risk assessments arising from the operation of the MASH arrangement;
  - e) Record and manage risk, both operational risk (arising for instance from the risk associated with the processing and handling of information) and

organisational risk (such as risks to the partnership and therefore the outcomes the MASH seeks to achieve). The Group is to;

- i) identify and evaluate such risk(s);
  - ii) monitor, control and mitigate the risk(s) identified;
  - iii) give directions in relation to the risk(s) identified;
  - iv) report to the Strategic Board on the risk(s) identified;
  - v) allocate responsibility for the risk management;
  - vi) review and update the risk management process at least annually;
  - vii) maintain a risk register; and
  - viii) provide training and guidance for staff involved in risk management
- f) Monitoring compliance with a MASH Agreement;
- g) Ensure adequate insurance and health and safety provision in the shared environment;
- h) Identify key divergences in policy and practice across the services for integration;
- i) Consider amendments to job descriptions for staff employed within the MASH;
- j) Identify training needs, appropriate training and securing access to training to support the professional development of staff in the MASH and making such recommendations to the Strategic Board
6. The Operational Steering Group should ensure the physical design and security of the hub is of a standard to ensure the confidential aspects of the MASH concept are met. This is essential to ensure each individual partner has the confidence to share their information whilst maintaining the duty of care and responsibility over it. The MASH concept creates a joined up working environment without barriers to ensure communication and dialogue but only between those who 'need to know'. Therefore it follows that any person who does not 'need to know' is not permitted into the hub.

#### Local Safeguarding Children Board

7. An annual report on the workings of the MASH shall be presented to the Local Safeguarding Children Board for consideration.
8. The Local Safeguarding Children Board shall oversee the working of the MASH arrangement.

#### Annual Information Audit

9. The MASH will be handling sensitive personal data, and creating records that will hold that data. Whilst the responsibility for the management of the system upon which that record sits is held by the owner of the system, it is critical that the partners contributing information have confidence that the information will be held in accordance with the standards that they require. Whilst it is suggested above

that partners should satisfy themselves that the processing of data by the MASH is in accordance with the standards that they require, the MASH itself should also demonstrate to partners that information processing systems are robust and accountable. Therefore, an annual information audit will take place within the MASH to ensure compliance with legislation and the 8 principles of good practice within the Data Protection Act 1998.

### Risk Register

10. In order to support the identification and reporting of risk, a partner organisation should take lead responsibility on behalf of the MASH partnership for the creation and population of a risk register that can be considered by the Operational Steering Group. Practitioners within the MASH should have access to the register, be aware of the content and have the opportunity to submit individual organisational or joint risks for consideration by the steering group.

### Professional supervision

11. The importance and role of professional supervision is well understood within social work and the medical profession. With staff deployed to a multi-agency environment, where they may be exposed to different pressures and influences, profession based supervision becomes even more important. Supervision in this environment will not only provide welfare and personal support for staff it will also be essential to ensure that their training and development needs are recognised, as well as to ensure and support objectivity in decision making. Maintaining independence within professions and the supervisory structures to support it is essential to prevent the risk of group dynamics and bias.
12. Whilst each partner agency deploying staff to the MASH should have processes in place to ensure that their staff have access to supervision, the Strategic Board should satisfy themselves as part of the overall performance monitoring within the MASH that arrangements to provide supervision are robust and that staff are receiving appropriate levels of professional based supervision on a regular basis.

### Professional difference

13. The partner agencies shall use their best endeavours to resolve any professional disputes arising out of this Agreement.
14. In the first instance, such disputes shall be referred to the Operational Steering Group for consideration and resolution.
15. If the dispute cannot be resolved by the Operational Steering Group, it can be taken up to the Strategic Board for discussion and resolution.

### Performance monitoring

16. The partner agency should have performance measures in place that monitor the critical areas where the MASH makes a significant contribution to outcomes for children and the standards of safeguarding. (The Local Authority should, through

the steering group, design a performance monitoring regime which can monitor ongoing performance within the MASH).