Derby City

Multi-agency Safeguarding Hub (MASH) Operating Framework & Information Sharing Agreement

January 2019

Version Control

Version	Author/s	Updated by	Signed off by	Date	Review Date
1.	DCC Early Help and Safeguarding Head of Service and Deputy Head of Service and Southern Derbyshire CCG Designated Nurse	N/A	DSCBs Policy and Procedures Group	Nov 2016	Dec 2017
2.		DCC Early Help and Safeguarding Head of Service, Deputy Head of Service, Southern Derbyshire CCG Designated Nurse and Police	DSCBs Policy and Procedures Group	May 2019	July 2019

1. The core functions of the Derby City MASH

The intention of the MASH is to bring together partner agencies on a permanent basis in one location to share information relating to Children and Young People where there are concerns regarding potential or actual significant harm. This will enable the sharing of vital information across agencies in order to make better informed and timely decisions about Section 47 (Child Protection) referrals being made regarding children and young people.

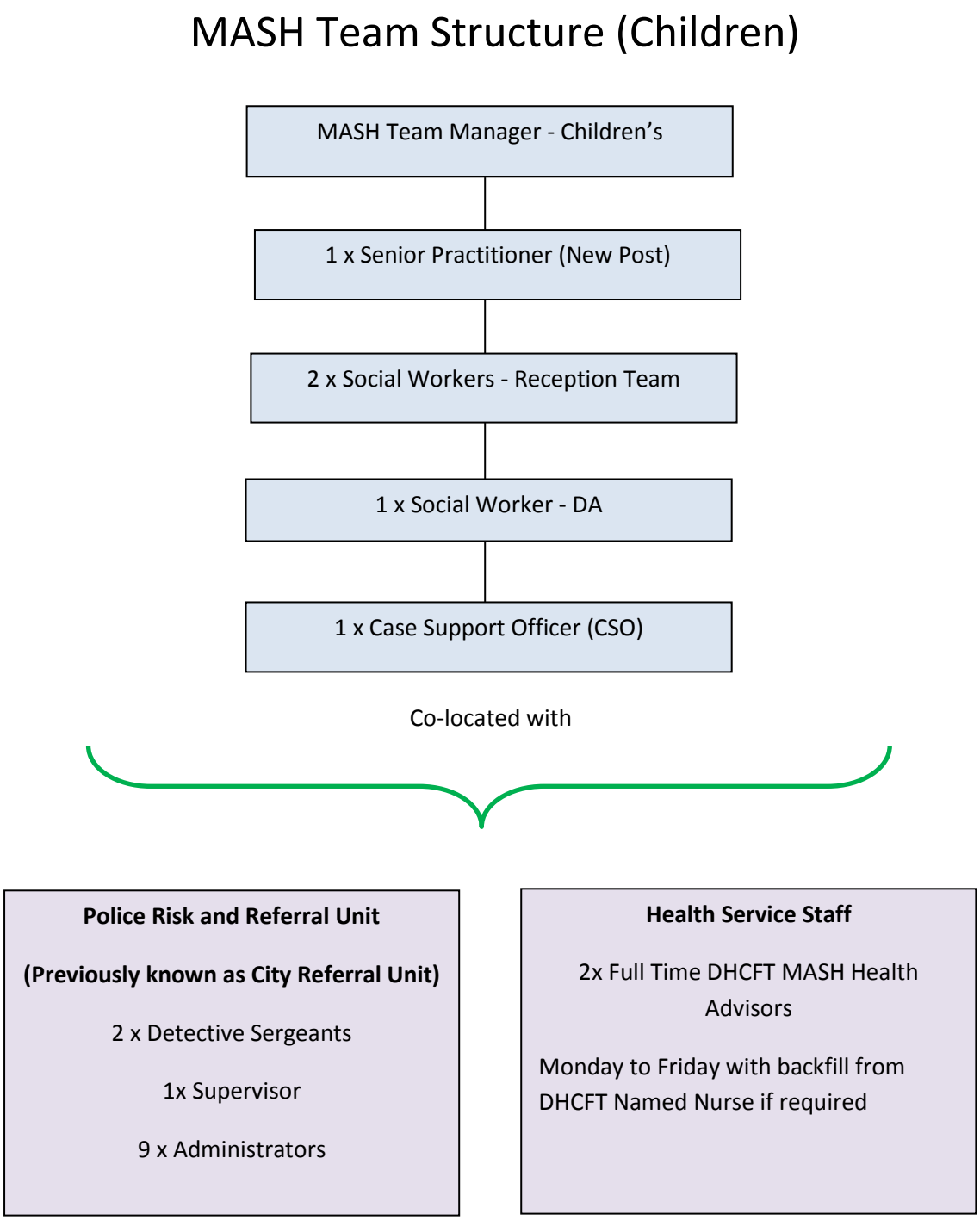
1.1 Legislative and Procedural Context:

- Children Act (1989) and Children Act (2004)
- Working Together to Safeguard Children (2018)
- Information Sharing: Advice for Practitioners Providing Safeguarding Services to children, young people, parents and carers (2018)
- Derby and Derbyshire Safeguarding Children Procedures, including Thresholds document, Escalation policy and process and Information Sharing Agreement and Guidance for Practitioners

1.2 The MASH will bring the following benefits:

- Faster, more co-ordinated and consistent responses to new safeguarding concerns about vulnerable children and young people.
- An improved 'journey' for the child with a greater emphasis on early intervention and better-informed services provided at the right time.
- Greater ability to identify potential vulnerability, enabling more preventative action to be taken, dealing with cases before they escalate.
- Closer partnership working, clearer accountability and less duplication of effort.
- A reduction in the number of children and young people inappropriately accessing costly services from Social Care, the Police, Health and others.
- A reduction in the number of inappropriate referrals and re-referrals.

2. MASH Team Structure



3.1 Section 47 Process (S47) and flowchart

The first point of contact for all **new** S47 referrals (from anyone else other than the Police) are to continue to go through Derby City Children Social Care First Contact Team (FCT) based at Derby City Council House or via the Police. Therefore, there are two pathways into the MASH Service.

Derby City Council MASH Process for Children and Young People

Police receive the Referral

Referral is passed onto Social Care Casework Support Officer who inputs the Contact onto LCS and sends the information to the MASH Managers Work Tray

Allegations of harm to children are immediately discussed with the MASH Manager

MASH Manager to book a Strategy discussion/ Meeting with a Detective Sergeant and Health to agree on a Single or Joint agency approach

Information Exchange Form to be completed by MASH Manager and emailed to Police and Health

FCT receive the Referral

Children Practitioner [CP] inputs the Contact/ referral onto LCS

Allegations of harm to children are immediately discussed with the FCT Manager who will liaise with the MASH Manager

FCT Manager to re-assign LCS Contact to the MASH Manager

MASH Manager to book a Strategy discussion/ Meeting with a Detective Sergeant and Health to agree on a Single or Joint agency approach

Information Exchange Form to be completed by MASH Manager and emailed to Police and Health

MASH Manager to email Designated Safeguarding Lead at the child/ren Education provision inviting them to the Strategy Meeting.

Strategy discussion/ meeting

PRIOR to the Strategy discussion/ meeting taking place, agencies including Health, Police, Education and Social Care to check all relevant information to ensure robust decision making.

Additional Strategy discussions/meetings may be required depending on level of urgency and need

MASH Manager allocates the Case to the Duty Social Worker in the MASH and reassigns the S47 Outcome Form to the Reception Manager.

All OPEN Cases will be dealt with via the Locality/MAT Team Managers, as is the current procedure.

If a child or young person is a patient at Derby Teaching Hospital Foundation Trust (DTHFT) discussion must take place with DTHFT Safeguarding Service.

3.2 The Children's Social Care First Contact Team Manager and MASH Team Manager will be permanently located within the MASH. When the MASH Manager is on leave or otherwise unavailable Manager cover will be provided by the First Contact Team Manager or Children's Social Care Reception Team. If demand is high on a particular day the MASH Manager will liaise with the Reception Managers and Senior Social Work Practitioner to agree additional Social Worker attendance to support the MASH team. All non S47 referrals will continue to be dealt with by the First Contact Team (FCT) who are based at Derby City Council House and the Reception team based at Ashtree House.

3.3 Police personnel from the Risk and Referral Unit, previously known as (City Referral Unit) (CRU) will consist of two Detective Sergeants, one supervisor and civilian research staff.

3.4 Two full time equivalent MASH Health Advisors are based within the MASH. The Health Professionals will liaise with a range of relevant health providers such as Ripplez CIC and General Practitioners.

3.5 When a referral is received it will be entered onto LCS by FCT or by the MASH Case support Officer (CSO) and immediately screened by the MASH Manager for urgent action if required. Each agency will then receive the information sharing request form (**Appendix 5)** and search their own databases for any relevant information on the individual(s) or family.

3.6 The MASH Manager will book a strategy discussion /meeting with MASH colleagues from Police, Health and other bodies such as the referring agency, school or nursery[1]. The MASH Manager will email the Designated Safeguarding Lead at the child/ren Education provision, inviting them to the strategy discussion. **(Appendix 6).**There will be a clear process within the MASH of timeslots that are available for half hour strategy meetings to take place. All agencies will be expected to provide information for the strategy discussion/ meeting to aid the decision making process. It is essential that all agencies have clear agreements in place regarding information sharing principles/ processes. The MASH Manager will chair the meeting and ensure minutes are taken and circulated to all agencies and agree the Initial Safety Plan. The Detective Sergeant, Social Worker, Education Representative and Health Professional who are involved in the discussion /meeting will take away and address immediate actions.

NB: Where the child or young person is a patient at Derby Teaching Hospital Foundation Trust (DTHFT) and there are safeguarding concerns the early strategy discussion must involve the safeguarding children professionals at DTHFT and a strategy meeting must be held at the hospital prior to discharge with the relevant Health Professionals, Police and Social Care in attendance.

MASH Health Advisors will check Ripplez CIC records, as they now have access.

3.7 Following the strategy discussion/ meeting the MASH Manager will telephone the Reception Manager to update, discuss safety plan and reassign the LCS case; this will enable the Reception Manager to have a verbal update, the written minutes and agreed

[1] See 1.3 Child Protection Section 47 Enquiries, Section 3 Strategy Discussions / Meetings

actions promptly. Following the initial actions agreed at the strategy discussion/ meeting the Social Worker will feedback to the Reception Manager who will then be responsible in overseeing the investigation from that point.

3.8 It is likely that there may be urgent cases which cannot wait for an allocated strategy meeting time slot and a strategy discussion will need to take place. These discussions will nonetheless still need to be documented by the MASH Manager and circulated to all agencies.

3.9 For cases **already open** to Social Care the responsibility for arranging strategy discussions / meetings will remain with the Locality Team Manager. The Police and Health will be required to liaise directly with the Locality Manager. The Locality Team Manager is required to contact DHCFT Safeguarding Children Service and request that the Named Nurse provides the relevant information and contributes to the strategy discussion / meeting. The MASH Manager will have no role in these discussions/ meetings other than to signpost agencies to the relevant Locality Team and Manager.

3.10 It is every professional's responsibility to 'problem solve'. Communication is extremely important and is the key to resolving professional misunderstandings or disagreements. The aim must be to resolve a difference of opinion at the earliest possible stage, as swiftly as possible, always keeping in mind that the child or young person's safety and welfare is paramount.

3.11 Multi-agency working to keep children safe is often complex and means that from time to time the judgement of staff from different professional backgrounds may differ, causing potential conflict.

3.12 A Bi Monthly Operational Senior Managers Meeting will take place in the MASH. This will be attended by Social Care Adults and Children Team Managers, Health Advisors and the Police to look at any cross cutting issues within the MASH.

3.13 All agencies involved in the MASH are aware of the Derby and Derbyshire Children Board Escalation Policy and Process.

4 Multiagency response to domestic abuse:

4.1 The multi-agency response to domestic abuse collectively aims to continually improve information sharing processes in respect of children experiencing domestic abuse and to ensure that information is passed to the most appropriate professional in a timely and efficient manner in order to assist early support and appropriate intervention for children.

4.2 **Initial Incident:**

The Police attend an incident of domestic abuse. If the incident has been categorised as High risk or is already on the critical register due to previous incidents or concerns, the Police Officers dealing with the incident will be alerted to this before their arrival at the incident. The NPCC (National Police Chief Council) accredited Domestic Abuse Stalking and Honour Based Violence (previously known as DASH but now known as a Public Protection Notice (PNN) risk assessment will be completed. If children are present and are considered at risk of significant harm unless immediate action takes place, the police can remove the children under Police Protection for up to 72 hours. This should only be used in emergency situations and in most cases the children can be safeguarded by the perpetrator removing themselves from the situation or the child and parent staying elsewhere. Involved adults should be informed of the notification to Social Care and other agencies.

4.3 **Incident passed to the Police Risk and Referral Unit:**

The incident is reviewed with the MASH Manager, which will involve taking into account any previous incidents and concerns.

4.4 For all **High Risk Cases**, notifications are sent to Social Care, Health and Education Welfare, via secure email with 24 hours of the risk being assessed by the Police.
Please see the Business Process – Multi-Agency Safeguarding in Domestic Abuse Incidents, for a further breakdown.

4.5 For all **Medium Risk Cases**, notifications are sent to Social Care, Health and Education Welfare, via secure email within 3 days of the risk being assessed by the Police.
Please see the Business Process – Multi-Agency Safeguarding in Domestic Abuse Incidents, for a further breakdown.

5 The Domestic Abuse Triage Meeting between Social Care, Health and Education

There are 3 Triage meetings that are held weekly in the MASH;

5.1 **Medium Triage**, takes place once a week and is attended by representatives from Health, Education Welfare and Social Care.

5.2 It considers all **Medium Risk Cases** an all non-urgent referrals from the Police about children affected by domestic abuse. These are usually victims identified by the Police as being Medium Risk in the DASH Risk Assessment.
Social Care and Health undertake research of the child/family prior to the Triage Meeting.

5.3 **Standard Triage**, takes place twice a week and is attended by representatives from Health and Social Care.
These Standard are Public Protection Notices that include DASH Risk Assessments and graded Standard by the Police.
Health and Social Care review the Standards in light of current and historical information already known about these children and their families from their agencies databases.
Social Care and Health can escalate any Standard for consideration at the Medium Triage
At the Triage meeting, where it appears that information should be passed to the appropriate universal service it shall be forwarded to the relevant Health or Education staff member for consideration in light of other information known and held about the family. A recommendation may be made that an Early Help Assessment is carried out and the completion of the DVRIM.

Within the Triage meeting it can be agreed that where the collated information known about the child meets the criteria for allocation with Social Care, it will be sent to the Reception Team Manager at Ashtree House, for consideration and allocated in Social Care for an assessment and the completion of the DVRIM and/or DVRAM.

6 Referral Criteria

6.1 All High risk cases will be referred to Social Care, Health and Education Welfare. Additionally referrals will be sent if any of the following circumstances apply;

- It is a medium risk referral
- There is a child or young person under the age of 18
- Unborn baby
- There have been 3 significant incidents
- The severity of the incident/s of abuse
- The number and nature of previous incidents and escalation
- A child is present at the arrest
- The child is in the room when objects are thrown
- The victim intends to leave the family home
- The child contacts the police

- The victim or perpetrator is pregnant
- Drink, drugs or mental health are an issue including the victim being suicidal or depressed
- Excessive jealousy, possessiveness of abuser
- Cultural issues may increase the vulnerability of the victim and child, for example; language barrier, an unawareness of support networks, minimising abuse due to fear of racism/discrimination, not involving the police due to allegiance to community/faith/family

7 Critical Register

7.1 Critical register notification will be created by the Police in the following circumstances;

- All High risk DV victim addresses, including any residential address where they are temporarily residing.
- All addresses where the children present are on child protection plans.
- Medium risk victims address where the perpetrator has used a weapon or have access to weapons.
- Medium risk victim addresses where there is a non-molestation/restraining order in force.
- Where there is a potential risk to officer safety/should be double crewed.
- Where the resident perpetrator is already on the Integrated Domestic Abuse Perpetrator Scheme (IDAP).

8 Stopping Domestic Abuse Together (SDAT)

8.1 The Derby Stopping Domestic Abuse Together (SDAT) started on the 1st November 2018.
It is led by Derbyshire Constabulary; SDAT is an initiative that enhances communication between the police and schools where a child is at risk from domestic abuse.

8.2 The purpose of the information sharing is to ensure schools have more information to support the safeguarding of children. By knowing that the child has had this experience, the school is in a better position to understand and be supportive of the child's needs and possible behaviours, SDAT will complement existing safeguarding procedures.

8.3 If the Police are called to a Domestic Abuse Incident they will;

- Complete a Domestic Abuse Stalking and Harassment form (DASH) to assess risk to the adult victim
- Ascertain if children live in the household and if they were present in the household at the time of the incident or if they are elsewhere
- See the child/ren if they are present in household; this would not necessarily mean speaking to the children, especially if they are asleep
- Take any relevant action to protect a child
- Inform Children's Social Care of any incident of domestic abuse where children are in the household or elsewhere

- If statutory school age send a separate secure email notification to the child's school

This process will allow schools to better understand the individual child or young person's circumstances and take appropriate action to support and safeguard the child or young person.

8.4 SDAT aims to ensure that appropriate school staff are made aware at the earliest possible stage in order to provide relevant and tailored support to children and young people in a way that means that they feel safe and included.

8.5 SDAT does not replace or supersede existing protocols, or singularly address child welfare. The process should always be followed in conjunction with current safeguarding procedures and practitioners guidelines and is designed to reinforce safeguarding and ensure children's well-being is of paramount importance.

Multiagency response to domestic abuse: Business Process - Multi-Agency Safeguarding in Domestic Abuse Incidents

Standard Risk Dash Risk Assessments are Triaged twice weekly by Social Care (Health and Education to be consulted re: Triage)
To agree if the threshold has been met for Social Care, Health or Education input. If open to Social Care or MAT/ Family Visitor referral to be forwarded and recorded

High & Medium and Triaged Standards DASH Risk Assessment received from the Police to Health, Named Education Welfare Officer and Social Care

High

If it is already, an open case CSO emails Team Email box and Social Worker, Manager or Duty Manager in localities to alert them. If open to a MAT or Family Visitor, the CSO emails the Team Manager and Worker and Duty Inbox or Duty Manager, as this will need escalating within the Locality. Locality Social Worker & Manager then lead the agency checks and strategy discussions With CRU and Health to determine if S47 needed. CSO Alerts Health and EWO if case is open and who Key Worker is.
MASH CSO records DV alert on LCS and Passes contact onto Key Worker, MASH CSO Case notes who the alert has been sent to and Indexes within 24hrs of receipt.

If it's **NOT** an open case; CSO records a new 'Contact' for each child in the household and listed on the referral and indexes the notification onto LCS to all children. Emails are sent to MASH/Duty Manager on the day to alert them.

High-risk referral screened by Manager. Health to inform Named Midwife if the woman is pregnant.

TM holds strategy discussion with Police CRU and Health and agrees S47 (Single or Joint) or Other Action. (NFA, CIN, Early Help, Refer to other Agencies or Further Info Required.)

If required case is passed to the First Contact Team to complete agency checks, they input onto child's file / contact information from other agencies. This information is passed back to MASH Manager with the outcome. Mash Manager to update Police and Health with outcome of Agency checks and any further actions required. (See adjacent box)

If S47 is agreed, it is then sent to Duty Manager in Reception for immediate response. If relevant Team Manager in Reception holds further strategy discussion with the Police at Child Abuse Unit / Health to decide if Medical or video interview is required.
If CIN is agreed, case is sent to Reception Teams for allocation.
If Early Help passed to FCT to liaise with agencies and Early Help advisor.

Medium

If it is already an open case CSO emails Team Email box and Social Worker; Manager or Duty Manager in localities to alert them.
If open to a MAT or Family visitor the CSO emails Team Manager and Worker and Duty Inbox or Duty Manager, as this will need to be addressed within the Locality. CSO Alerts Health and EWO if case is open and who Key Worker is.
MASH CSO records DV alert on LCS and Passes contact onto Key Worker, MASH CSO Case notes who the alert has been sent to and Indexes within 24hrs of receipt.

If it is **NOT** an open case; CSO records a new 'Contact' for each child in the household and listed on the referral and indexes the notification and DASH onto LCS on all children and sends contact to Manager's work tray on LCS which is screened within 3 days.

Screening may lead to a strategy discussion with Police and Health to agree if S47 required.
If needed Manager escalates to S47 or allocates to CIN Single Assessment
If required case is passed to First Contact Team to complete agency checks, they input onto child's file / contact information from other agencies. Information is passed back to MASH Manager with outcome.

If not S47, or CIN. EH case will be discussed at weekly Triage meeting with Health and Education, and Social Care, to agree threshold and co-ordinate intervention and information sharing.

Referrals discussed at Triage are either passed for consideration for a Single Assessment; NFA or passed to Health and EWO to either complete EHA or other agreed actions. Health to inform Named Midwife if woman is pregnant.

Standard

If it is already an open case CSO emails Team Email box and Social Worker; Manager or Duty Manager in localities to alert them.

If open to a MAT or Family visitor the CSO emails Team Manager and Worker and Duty Inbox or Duty Manager as this will need to be addressed within the Locality. CSO Alerts Health and EWO if case is open and who Key Worker is.

MASH CSO records DV alert on LCS and Passes contact onto Key Worker, MASH CSO Case notes who the alert has been sent to and Indexes.

If required passed to First Contact Team to complete agency checks, they input onto child's file / contact information from other agencies. Passes back to FCT/ MASH manager with outcome.

If needed Manager escalates to S47 may lead to a strategy discussion with Police and Health to agree if S47 required. Or allocates to CIN Single Assessment.

If Early Help is recommended FCT to liaise with agencies and Early Help advisor.

9. Professional Consultation Line Process

The Professional consultation Line Service will be available between the hours of 1**0:00 and 13:00** Monday to Friday.

There will be a separate mobile telephone number for the Professional Consultation Line Service. The telephone number is **07812300329.**

The Professional Consultation Line **is not** a referral service.

Professional colleagues are invited to contact the Professional Consultation Line to discuss children, young people and family's circumstances, in order to obtain advice, explore ways of engaging children and families in early help assessments and to discuss whether the threshold for a referral to Social Care or MAT services has been met.

The Professional Consultation Line **does not** replace those services already established such as the First Contact Team, Health professional's access to Named Nurse advice or members of staff from schools accessing the Child Protection Manager. The Professional consultation Line aims to complement those already established arrangements in place.

If the concern /issues raised indicate that there is reasonable cause to suspect that a child is suffering, or is likely to suffer, significant harm the Team Manager will record the Contact **and advise the caller to contact the First Contact Team to make a referral.**

Callers will be expected to provide their details including their name, contact address and telephone number for all consultations.

Provision will also be made for professionals to seek advice regarding 'scenario' situations. However, these will not be recorded on Liquid Logic.

NB. If the caller has been advised to contact Children Social Care First Contact Team because there is reasonable cause to suspect that a child is suffering, or is likely to suffer, significant harm but refuses to make a referral to Children Social Care then the caller will be informed that their Manager will be contacted to discuss the situation.

MASH Health advisors provide an Advice Line for Health Professionals:

Monday to Friday, 9am – 5pm. They can be contacted on 01332 640515

10 Derby Multi-agency Safeguarding Hub (MASH) Information Sharing Agreement

Introduction to information sharing agreement

Derby City Council (DCC) and Partners Information Sharing Code of Practice reflects an overarching agreement to share information responsibly, The Multiagency Safeguarding Hub (MASH) is a multi-agency information sharing hub that allows participating agencies to share information in a timely and secure manner to decide on the appropriate pathway for when safeguarding concerns arise for children and young people. This agreement should also be read in conjunction with the DSCBs Information Sharing Agreement and Guidance for Practitioners and with individual agency Information Sharing Guidance Policy.

MASH focuses on three key functions:

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. Harm identification and reduction - This will be done by identifying vulnerable children and young people experiencing the highest levels of harm and making sure agencies work together to support them with harm reduction strategies and services.

3. Co-ordinating partner agencies - Ensure that the needs of all vulnerable children and young people are identified and signposted to the relevant partner/s for the delivery and co - ordination of harm reduction strategies and interventions.

This agreement contains details of the standards agreed by the Parties involved in the sharing of personal data and personally identifiable information so as to maintain confidentiality, integrity and compliance with the data protection principles, whilst ensuring that information is shared with those who 'need to know '

Information shared under this agreement should not be disclosed to any persons who are not parties or if there is any doubt that the requirements of this agreement might be breached.

Purposes of the information sharing agreement

The purpose of this agreement is to establish the procedures for the lawful and effective exchange of information between the parties subject to this agreement, as part of a co-ordinated approach to safeguarding.

Information sharing and decision making regarding children and young people, who may be suffering or are likely to suffer from harm, is vital in ensuring that their well-being is safeguarded. This will also require relevant information to be shared regarding significant adults if relevant and appropriate to the subject.

The parties to this agreement are brought together in partnership from the statutory sectors. The sharing of information will enable them to work together in providing the highest level of knowledge and analysis to ensure that their interventions are timely, proportionate and necessary.

Information held by single organisations may not provide a holistic view of the circumstances of a child, young person or family however, when shared under the terms of this agreement, the level of knowledge and understanding will be increased.

The information shared by virtue of this agreement will be used for the following purposes:

- To identify those children and young people who require safeguarding or a necessary and proportionate intervention.

- To identify victims and potential victims who are likely to experience harm and ensure that partners work together to deliver harm reduction interventions.

- To formally record how the signatories to the agreement will share information about children and young people who have come to the attention of their organisation.

Although most commonly used to refer to young people aged 16 or under, 'children', in terms of the scope of this agreement and in accordance to the Children Act (2004) refers to children and young people aged under 18 years.

NB: Prior to any Information being shared by the Police and Health the Information Sharing request form must be sent by Social Care. This information Sharing Request form must be filed in the Electronic record of the subject.
(Appendix 5)

Information to be shared
The agreement concerns the following personal and/or sensitive information which needs to be shared for the purposes outlined in section 2.

- "Personal data" which identifies the alleged victim(s) or alleged perpetrator(s) of abuse or neglect e.g. name, date of birth, address

- "Sensitive data" about the alleged victim(s) or alleged perpetrator(s) of abuse or neglect e.g. gender, religion, ethnicity

- Reasons for concerns and details of the alleged concerns e.g. type of abuse, location of abuse, levels of risk or urgency

- Information about the physical and or mental health of the alleged victim(s) or alleged perpetrator(s) e.g. mental capacity, communication needs

- Reports of any medical or social care assessments or examinations undertaken as part of the safeguarding adults procedures e.g. eligibility for community care, psychiatric assessment

- Personal data which identifies professionals involved with the alleged victim(s) or alleged perpetrator(s)

- Personal data which identifies other people who may be at risk e.g. via employment, family, service

- Historical information held in records about the alleged victim(s) or alleged perpetrator(s) that may be relevant to the current safeguarding concern or case review e.g. previous safeguarding adults alert

- Name and contact details of alerter (unless they have stated they wish to remain anonymous and this anonymity would not have a detrimental impact upon the safeguarding adults process)

- Name of employer or organisation if the concern relates to a paid worker or volunteer of a service provider

- The agreement also concerns aggregated data (e.g. statistics) which may be shared. In these situations, anonymised information should be used

Basis for information sharing – legislative context

Partners to this agreement will act within existing legislative standards when protecting adults with care and support needs. It will be necessary to share relevant information.

The processing of information will satisfy:

- The Data Protection Act 2018 which enacts the General Data Protection Regulation 2016 into EU law as the "applied GDPR".
- Article (6) (1) General Data Protection Regulation (GDPR) 2016 See Appendix A
- Article 9 (2) General Data Protection Regulation 2016 See Appendix A
- The Human Rights Act 1998
- The Common law duty of care
- The Common law duty of Confidence
- Derby and Derbyshire Safeguarding Children's Procedures
- The Equalities Act 2010.
- The Freedom of Information Act 2000
- The Protection of Freedoms Act 2012
- The Mental Capacity Act 2005
- Criminal Procedures and Investigations Act 1996

Partners must meet the requirements of Article 6 of the GDPR, for the processing of personal data by virtue of subsections 1(a), (d) and (c):

(a) the data subject has given explicit and informed consent to the processing of his or her personal data for one or more specific purposes

(c) processing is necessary for compliance with a legal obligation to which the controller is subject)

(d) the processing is necessary in order to protect the vital interests of the data subject or of another natural person

In the case of sensitive personal data, partners must also meet Article 9 condition by virtue of subsections 2 (a), (c) and (b):

(a) the data subject has given their explicit consent to the processing of the personal data for one or more specified purposes, except where Union or Member State law provide that the prohibition referred to in paragraph 1 may not be lifted by the data subject;

The processing is necessary:

b) for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject

(c) in order to protect the vital interests of the data subject or another natural person in a case

(i) where the data subject is physically or legally incapable of giving consent

Common law duty of care
The Police have a common law duty of care to protect the public and may share personal data where it is necessary to prevent harm.

Common law duty of Confidence
This means that anyone proposing to disclose information not publicly available and obtained in circumstances giving rise to a duty of confidence will need to establish whether there is an overriding justification for so doing.

Consent

When sharing information consideration must be given to whether it is reasonable to gain the full consent of the Data Subject[2]. This may only be relevant in certain situations and cases, and consent could be withdrawn at any time.

Consent is agreement freely given to an action based on knowledge and understanding of what is involved and its likely consequences. Consent can be expressed either verbally or in writing. The latter is preferable since it reduces any likelihood of scope for future problems.

Consent must also be informed so that, when someone agrees to information sharing, they understand how much is shared, why, with whom, and what may be the implications of not sharing. The parties agree to notify data subjects and/or their parents or carers if relevant, that their data may be shared. Where applicable explicit consent should always be obtained by the referring agency and this should be in writing where practicable.

The parties understand that the Data Protection Act (1998) does not require them to notify the data subject of any sharing or ask for their consent, if in doing so it would prejudice the prevention or detection of crime, apprehend an offender or place the child, young person, adult or someone else at increased risk of harm. When a decision has been made not to seek consent the rationale for doing so should be clearly recorded to ensure future challenge can be responded to.

When the consent of a Data Subject is refused or it is not reasonable to seek consent, consideration should be given to legal powers or whether the disclosure is in the substantial public interest and this will be assessed on a case by case basis.

If consent is required and is refused, under this agreement, if not disclosing information to the MASH would prejudice the welfare of the child or vulnerable adult, partners may provide the information requested or may wish to proactively share. This would be decided

[2] 'Data subject' defined in the General Data Protection Regulation 2016

on a case by case basis. **Decisions made to share or to not share information needs to be recorded.**

In a democratic society, it is necessary and legal to share information in the interests of national security, public safety or prevention of crime and disorder. Sometimes, there can be more emphasis on what cannot be done at the expense of what is allowable. In reality, legislation places few constraints on anyone "acting in good faith and exercising good judgement" The rationale needs to be clearly recorded to ensure any future challenge can be responded to.

Confidentiality

Confidential information is information that is not normally in the public domain or readily available from another source. It should have a degree of sensitivity and value and be subject to a duty of confidence. A duty of confidence arises when one person provides information to another in circumstances where it is reasonable to expect that the information will be held in confidence.

The common law duty of confidentiality requires that unless there is a statutory requirement to use information that has been provided in confidence, it should only be used for that purpose that the subject has been informed and has consented to.

The common law duty is not absolute and can be overridden if the disclosure is in the public interest (e.g. to protect others from harm).

Children Acts 1989/2004

The nature of the information that will be shared under this agreement should not fall below a threshold of S17 of the Children Act 1989.

Section 10 and 11 of the Children Act 2004 place obligations upon the Police and Local Authorities to co-operate with other relevant partners in promoting the welfare of children and ensure that their functions are discharged having regard to the need to safeguard and promote the welfare of children. This legislation provides statutory power to share information for the purposes of this agreement.

Human Rights Act 1998

There must also be consideration of the implications of Article 8 of the Convention for the Protection of Human Rights and Fundamental Freedoms (ECHR). The Human Rights Act 1998 gives effect to these rights in UK law. Article 8 provides an individual with their right to respect for private and family life, home and correspondence.

As well as satisfying all of the GDPR (appendix 1), Parties recognise that any disclosures they make must also be compatible with a person's 'right to a private life', as described in Article 8.

A public authority cannot 'interfere' with this right unless it is in accordance with the law, is necessary in a democratic society and is for a legitimate purpose. Parties recognise that, in order for their disclosures to be compatible with the ECHR, their disclosures must be proportionate and for one or more of the legitimate purposes stated. These include national security; public safety; economic well-being of the country; prevention of disorder or crime; protection of health or morals or for the rights and freedoms of others.

Eliciting the views of children and parents is important and represents good practice. However, even if consent is refused, that does not automatically preclude practitioners

from sharing confidential information. A public interest can arise in a wide range of circumstances, for example to protect children or vulnerable adults from Significant Harm, promote the welfare of children or prevent crime and disorder. There are also public interests, which in some circumstances may weigh against sharing, including the public interest in maintaining public confidence in the confidentiality of certain services. The key factors in deciding whether or not to share confidential information are necessity and proportionality, i.e. whether the proposed sharing is likely to make an effective contribution to preventing the risk and whether the public interest in sharing information overrides the interest in maintaining confidentiality.

It is not possible to give guidance to cover every circumstance in which sharing of confidential information without consent will be justified. It is possible however to identify some circumstances in which sharing confidential information without consent will normally be justified in the public interest. These are as follow:

- When there is evidence that the child is suffering or is at risk of suffering Significant Harm; or
- Where there is reasonable cause to believe that a child may be suffering or at risk of significant harm; or
- To prevent significant harm arising to children or serious harm to adults, including through the prevention, detection and prosecution of serious crime, i.e. any crime which causes or is likely to cause Significant Harm to a child or serious harm to an adult.

There will be cases where sharing limited information without consent is justified to enable professionals to reach an informed decision about whether further information should be shared or action should be taken. The information shared should be necessary for the purpose and proportionate. This limited sharing to enable professionals to reach an informed decision is a key feature of the MASH model.

Processing of Information

a. Making a MASH enquiry

Referrals will be made in line with Derby City Council referral pathways to Children's Social Care First Contact team. The initial screening will be undertaken by the First Contact team unless the initial referral is made directly to the Police and is discussed with the MASH Manager. The outcome of the screening may be as follows;

- Low level needs - no further action from Social Care
- Emerging needs - signposting for Early Help Assessment
- Serious or complex needs - section 17 (Child in need)
- Child protection concerns - section 47 (Child protection)

Where it is difficult to ascertain whether the case progression is via S17 or S47 the referral will be progressed to the MASH for information sharing and a multiagency decision.

- Enquiries will be made by the MASH to those parties to this agreement who may hold relevant information. This will be done securely using secure e-mail.

- A request for information form will be sent by the MASH Social Care Worker to both Police and Health to formally request and gather information for the purpose of a Section 47 investigation.

- The Parties agree to respond to all requests by the MASH as quickly as possible and to supply information which they consider to be relevant and proportionate to the enquiry. This information will be used by the decision MASH Manager and in agreement with Health and Police who will decide whether the subject is at risk of harm or neglect and what further action needs to taken.

- The parties agree that, due to the high sensitivity of the information contained within communications from the MASH, letters, emails and other correspondence must be kept securely and only accessible by persons within the organisation on a strict 'need to know' basis. Partner organisations will record the MASH decision and the rationale for the decision on case management systems. Minutes and agreed plan of action from the strategy discussion or meeting will be distributed and filed in the electronic record.

- Parties agree not to use or disclose information that they have received from the MASH to the individual, their family or any other person without permission from the MASH (this is to ensure that a child, young person or someone else is not put at increased risk of danger and any potential criminal investigations are not prejudiced).

b. Information quality and relevance

When sharing personal data with the MASH, in response to receiving a MASH information sharing request form, the parties agree to share only the minimum information necessary to enable the MASH team to identify whether the child or young person identified is at risk of harm or is in need of additional services and support. The parties will use the agreed information sharing form to ensure that there is a clear record of information requested and shared. **(Appendix 5)**

Information sharing request forms must be filed in the subject child's records and a record of information shared with other agencies for the purpose of strategy discussions and strategy meetings recorded.

NB: Prior to Information being shared by the Police and Health the Information sharing request form must be sent by Social Care. This information Sharing Request form must be filed in the Electronic record of the subject.

The parties agree that they will check the information that they disclose to the MASH is accurate and up to date at the time of disclosure. They also agree that they will notify the MASH of any new information that becomes known following disclosure where this could assist the MASH decision-making.

The Parties agree to make a pragmatic decision as to whether the information they disclose to the MASH is relevant to the enquiry being made. Irrelevant or excessive information should not be disclosed.

c. Limited use and retention of the information

The 'sensitive' and 'non sensitive' information collected on the MASH Enquiry Form will only be used by the MASH for the purposes of establishing whether a child or young person is suffering or is at risk of suffering harm and whether any serious criminal

offences have been committed. Personal data will only be shared outside the MASH, in accordance with this agreement and in compliance with the GDPR 2018.

Personal data means data, which relate to a living individual who can be identified-

a.) from those data, or
b.) from those data and other information which is in the possession of, or is likely to come into the possession of the data controller.

This includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

Sensitive personal data means personal data consisting of information as to:

- the racial or ethnic origin of the data subject,
- political opinions,
- religious beliefs or other beliefs of a similar nature,
- whether they are a member of a trade union (within the meaning of the Trade Union and Labour (Consolidation) Act 1992),
- physical or mental health or condition,
- sexual life,
- the commission or alleged commission of any offence, or
- any proceedings for any offence committed or alleged to have been committed by the person, the disposal or such proceedings or the sentence of any court in such proceedings.

The information gathered by the MASH will be held by each relevant partner in line with the security requirements outlined in this agreement. As advised by the Independent Inquiry into Child sexual abuse all records must be retained and not destroyed.

Terms of use of the information

Information will be shared on a need to know basis only.
Any sharing of personal information must comply with the fair processing conditions outlined in the General Data Protection Regulation 2016 (GDPR) and any supporting data protection legislation.

Consequently:

- Information shall only be obtained for the purposes detailed in section 2
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed (‘data minimisation’)
- accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay (‘accuracy’)
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject (‘storage limitation’)
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against

accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')
- For retention and destruction please see section 8 below.

The disclosure of the information must lead to a proportionate response when protecting a vulnerable person or persons.

Caldicott Principles will also apply to the processing of the information (see Appendix B):
- Where it is reasonably determined that further information is necessary to fulfil statutory duties and/or other requirements this Agreement will be reviewed in full or in part as appropriate
- Whenever possible data shared, should be anonymised, unless requested at personal level
- Information on children, young people and adults will be shared with industry standard security
- All parties will store "person identifiable" data shared between both partners on secure systems which can only be accessed by a restricted number of appropriate staff with appropriate security safeguards
- All parties will use the data supplied for the purposes stated and will not pass such data to third party organisations outside the remit of specified partners in agreement without prior written consent
- It is also prohibited under this agreement for sub-processors to be used without the prior consent of the Data Controller
- All parties will comply with their obligations under the Freedom of Information Act 2000 and may consult with the other party if necessary if requests relate to information shared but will remain responsible for responding to the request

Each partner will keep appropriate records of the sources of information to provide for this.
No secondary use or other use may be made unless the consent of the disclosing partner to that secondary use is sought and granted.

Data retention review and disposal
- Each partner to this agreement will ensure that they have in place policies and procedures governing:
- The secure storage of all personal information within their manual and electronic storage systems
- Electronic copies of information should only be held on encrypted devices or servers and should not be transferred to portable devices unless such devices are fully encrypted and their use is necessary for the provision of services under this agreement
- The retention of information held in manual and electronic systems
- Information processed under this agreement will only be retained for a minimum period as necessary in relation to the purpose for which it has been provided and then securely destroyed when that period comes to an end
- The secure disposal of electronic and manually held information
- Each agency will ensure that personal and personal sensitive information is securely removed from their systems and that printed documentation is securely destroyed at the end of its retention period
- Electronic information should be securely destroyed by the physical destruction of the storage media or by the use of electronic shredding software that meets government standards or ISO 27001 to ensure permanent deletion
- Hard copy information should be destroyed by cross-cut shredding and secure recycling of the paper waste

- Must destroy all personal data when no longer required for the purpose for which it was provided in accordance with their own secure destruction policy
- Information will be retained for a period not exceeding 5 years after the death of the adult with care and support needs, either for legal or operational reasons
- The information will be reviewed every year to confirm that it remains accurate and relevant by the Derby Safeguarding Adults Board

Access and Security
Each Partner will make sure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Information and Data Quality Information
Each partner must recognise the importance of decision making based on information derived from robust systems and processes. All processes will be designed to support good quality data.
Information shared must be fit for purpose, which means that it must be adequate, relevant and not contain excessive detail which is beyond that required for the agreed purpose.
Information discovered to be inaccurate, out-of-date or inadequate for the purposes detailed in section 2 should be notified to the Data Controller – the original partner who has provided the information – who will be responsible for correcting the data and notifying all other recipients of the information who must make sure the correction is made.

NB From September 2019 the Safeguarding Children Board will cease and will be replaced by the new Derby and Derbyshire Safeguarding Children partnership

The information supplied to Derby City MASH will be stored electronically on LCS/LAS (LiquidLogic Child and Adult System). Access to both the LCS and LAS database is strictly controlled by Derby City Council. Derby City Council classifies information assets in accordance with the Government Security Classifications.
In particular, each partner shall make sure that measures are in place to do everything reasonable to:

- make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport
- deter deliberate compromise or opportunist attack
- securely dispose of or destroy the data in a manner to make reconstruction unlikely
- promote confidentiality in order to avoid unauthorised access
- be ready and prepared to respond to any breach of security swiftly and effectively and the partner must ensure that any breaches are reported to the Data Controller within one working day. (This is particularly important in light of the GDPR as there will be significantly more liability if responsible for a breach)
- set a deadline for reporting a breach to the relevant Data Controller
- maintain a record of personal data and processing activities regarding the data

Signatory partners are expected to train their relevant staff and promote awareness of the major requirements of information sharing, including responsibilities in confidentiality and data protection.

Access to information subject to this agreement will only be given to those professionals who ‘need to know’ in order to effectively discharge their duties. Information will only be communicated through the agreed channels.

General Operational Guidance/process
All partners to this agreement acknowledge and agree that the Information held will be processed fairly and lawfully in accordance with the principles of the Data Protection Act and from the 25th May 2018 the equivalent conditions under the General Data Protection Regulation 2016 (GDPR) and any supporting data protection legislation.
The partners to this agreement are members of the Derby Safeguarding Adults Board. The Derby Safeguarding Adults Board Procedures contain specific guidance on recording, confidentiality and information sharing at sections 16 and 36.

All complaints or breaches relative to this agreement will be notified to the Derby Safeguarding Children Board lead contact and the designated Data Protection Manager of the relevant partner organisation as soon as possible and within one working day in accordance with their own policy and procedures.

Disclosure of personal information without consent must be justifiable on statutory grounds, or meet the criterion for claiming an exemption under the GDPR. Without such justification, both the partner and the member of staff expose themselves to the risk of prosecution and liability to a compensation order under the GDPR or damages for a breach of the Human Rights Act 1998.

If the disclosure of information is in contravention of the requirements of the GDPR, the partner who originally breached the requirements of the GDPR, either in requesting or disclosing information, shall indemnify the other partner against liability, cost or expense reasonably incurred.

Derby Safeguarding Children Board acknowledges that there will be occasions where workers/partners, with best intentions, may make mistakes regarding sharing information.

Where it is clear that this has been done in the mistaken belief that sharing information will safeguard an adult/child/young person, the Derby Safeguarding Children Board expects the partner/employer to support their staff member and reinforce positive information sharing.

Data Protection Impact Assessment
Under the new EU General Data Protection Regulations a Data Protection Impact Assessment (DPIA), which is an assessment made to help identify and minimise the data protection risks of a project A DPIA is mandatory for certain listed types of processing, This will be the case where when taking into account the nature, scope, context and purposes of the processing, it is likely to result in a high risk to the rights and freedoms of individuals.

Rights of the data subject

Right to be forgotten/to withdraw consent
Under the new GDPR Regulations the data subject will have the right to withdraw and revoke their consent at any time. The data subject/s therefore has a right to request that their data be removed or deleted in certain circumstances, namely if one of the following conditions are met:

- The personal data is no longer necessary or relevant in relation to the purpose for which it was original collected
- The individual specifically withdraws consent to processing (and if there is no other justification or legitimate interest for continued processing)

- Personal data has been unlawfully processed, in breach of the GDPR

The data must be erased in order for a controller to comply with legal obligations (for example, the deletion of certain data after a set period of time).
However the data controller must also balance any request against the public interest. They must take into account the exceptions to the right of erasure and make a decision whether to comply with the request.
If the right is successfully engaged the data controller will confirm in writing and ensure that the data is deleted within one month of the request. The data processors will comply with any instructions to delete personal data in such circumstances.

Right to have data transferred
Under the new GDPR an individual has the right to have their personal data transferred where all of the below conditions are met in respect of the processing:

- the individual has provided their data to a controller;
- the processing is based on the individual's consent or for the performance of a contract; and
- the processing is carried out by automated means

Liability and Indemnity
The GDPR shall come into force on 25 May 2018. Under GDPR, Data Subjects will be able to take action against both [Data] Controllers and [Data] Processors and potentially claim damages where they have suffered material or immaterial damage as a result of an infringement of obligations under the GDPR ("Compensation"). Under the GDPR the Information Commissioner's Office can also fine a Processor or a Controller in relation to any breaches of the GDPR.
Each signatory partner to this Agreement will undertake to indemnify the others against any legal action arising from any breach of this Agreement by any person working for or on behalf of its own organisation.
In the event that the Data Controller or the Data Processor (for the purposes of this clause: "Party A") is ordered by a Court/Tribunal to pay Compensation to a Data Subject or is required to pay a fine by the Information Commissioner's Office, to the extent that such Compensation has arisen as a result of the act, negligence, omission or default of the other party ("Party B"), Party B shall indemnify Party A in respect of that element of the Compensation.

Management of the Agreement
The agreement will be reviewed biennial and monitored by the Safeguarding Adults Board Business Manager at Derby City Council, on behalf of the Derby Safeguarding Adults Board, unless new or revised legislation or national guidance necessitates an earlier review.

Complaints will be dealt with in a sensitive manner and recorded to enable the review and monitoring processes to be ethical. All complaints relevant to the sharing under this agreement will be dealt with under the Derby City Council Complaints Policy.
Requests for information under the GDPR and Freedom of Information Act 2000 will be dealt with by the designated Data Protection Manager of the relevant partner agency in accordance with their own policy and procedures.
Where a request for information includes that information provided by a partner organisation, the originating organisation will be informed in accordance with normal protocols. However, each organisation is responsible for their compliance with the Freedom of Information Act 2000.

It is the responsibility of each partner signatory to the agreement to ensure that they have the latest version of this agreement.
All partners to the Agreement acknowledge and agree to comply with this agreement.

Publication of this agreement

The MASH Information Sharing Agreement may be published by each of the parties in accordance with their obligations under the Freedom of Information Act (2000).

Agreement Review and Changes

The nominated holders of this agreement will make sure that it is reviewed on a regular basis, taking into account any new legislation or official guidance. This will be done on at least an annual basis.

Parties to the agreement may ask for changes to be made at any time by submitting a request to the MASH Manager who will circulate the request to the 'Nominated Holders' to co-ordinate responses and where appropriate seek agreement to the requested changes from the MASH Governance Group.

Fair Processing obligations for Partner Organisations

Each Partner Organisation is a data Controller and responsible for issuing Privacy / fair processing notices which accurately reflect this purpose and are accessible to all subjects. Any objections will be managed by the induvial partner agency and issues and actions taken shared with the Mash Strategic Group.

Implementation of the MASH Information Sharing agreement

All partners Organisations involved in the MASH arrangements are required to agree to the Information Sharing agreement document and provide details of their nominated partnership contact officer / Information Governance Lead for contact purposes **see appendix 4.**

Legal disclaimer

The Content of this information sharing agreement is not legally binding and appropriate legal advice should be sought where necessary via internal teams or professional legal advisors.

Appendix 1 General data protection regulation (GDPR) legislation as enacted by the Data Protection Bill 2018

1.1 Conditions for Processing Personal Data (Article 6 GDPR):

1. The data subject has given consent to the processing for one or more specific purposes.

2. The processing is necessary-
a. for the performance of a contract to which the data subject is a party, or
b. in order to take steps at the request of the data subject prior to entering into a contract.

3. The processing is necessary for compliance with a legal obligation to which the controller is subject.

4. The Processing is necessary in order to protect the vital interests of the data subject or of another individual.

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

6. The processing is necessary for the purposes of the legitimate interests pursued by the data controller or by a third party except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

Point 6 above shall not apply to processing carried out by public authorities in the performance of their tasks.

1.2 GDPR Article 9 - Conditions for Processing Special Categories of Personal Data

1.21 Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation shall be prohibited.
1.22 Paragraph 1.21 shall not apply if one of the following applies:
a. The data subject has given explicit consent to the processing of those personal data for one or more specified purposes, except where Union or Member State law provide that the prohibition referred to in paragraph 1 may not be lifted by the data subject;

b. Processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;

c. Processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;

d. Processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body or to persons who have regular contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects.

Appendix 2: Legislation

Children Act 1989	**Section 17** – general duty of local authorities to safeguard and promote the welfare of children within their area who are in need, and so far as is consistent with that duty, to promote the upbringing of such children by their families. **Section 47** – where a local authority is informed that a child who lives, or is found, in their area is the subject of an emergency protection order or is in police protection or there is reasonable cause to suspect that a child who lives, or is found, in their area is suffering, or is likely to suffer, significant harm, there is a duty to investigate
Children Act 2004	**Section 10** – promote co-operation to improve wellbeing. **Section 11** – arrangements to safeguard and promote welfare.
Crime and Disorder Act 1998	**Section 17** – duty of each authority to exercise its functions with due regards to the likely effect of the exercise of those functions, and the need to do all that it reasonably can, to prevent crime and disorder in its area. **Section 115** – any person who apart from this section would not have power to disclose information to a relevant authority or to a person acting on behalf of such an authority, shall have the power to do so in any case where the disclosure is necessary or expedient for the purposes of this act.
Criminal Justice and Courts Services	**Section 67** – the authority for each area must establish arrangements for the purpose of assessing and managing the risks posed in that area by relevant sexual or violent offenders and other persons who have committed offences who are considered by the authority to be persons who may cause serious harm to the public. **Section 68** – interpretation of who is a relevant sexual offender.
Education Act 2002	**Section 175** – a local education authority shall make arrangements for ensuring that the functions conferred on them in their capacity as a local education authority are exercised with a view to safeguarding and promoting the welfare of children.
Local Government Act 1972	**Section 111(1)** – a local authority shall have the power to do anything which is calculated to facilitate, or is conducive to or incidental to, the discharge of any of their statutory functions.
Local Government Act 2000	**Section 2(1)** – a local authority shall have the power to do anything which they consider is likely to achieve the promotion or improvement of the social well-being of their area.
Human Rights Act 1998	***ARTICLE 8*** *Right to respect for private and family life* 1 Everyone has the right to respect for his private and family

	life, his home and his correspondence. 2 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.

Appendix 3: Caldicott Guardians and the revised Caldicott Principles

The 1997 report of the Review of Patient-Identifiable Information (known as the Caldicott report after the Chair, Dame Caldicott) established six principles for NHS bodies (and parties contracting with such bodies) to adhere to in order to protect patient information and confidentiality.This included all information that was shared that was not for direct care, medical research or where there was a statutory requirement to share. The aim was to ensure that sharing was justified and only the minimum was shared. The central recommendation of the Caldicott report was that each NHS organisation (and subsequently Councils with Social Care Responsibilities) needed to appoint a 'Guardian' of person-based information to oversee the arrangements for the use and sharing of clinical information.

When deciding whether an organisation needs to use information that would identify an individual, the organisation should use the following Caldicott Principles as a test. The Principles were extended to adult social care records in 2000.

The Caldicott Principles revised 2013 are:

Principle 1 - Justify the purpose(s) for using confidential information

> Every proposed use or transfer of personal confidential data within or from an organisation should be clearly defined, scrutinised and documented, with continuing uses regularly reviewed, by an appropriate guardian.

Principle 2 - Don't use personal confidential data unless it is absolutely necessary

> Personal confidential data items should not be included unless it is essential for the specified purpose(s) of that flow. The need for patients to be identified should be considered at each stage of satisfying the purpose(s).

Principle 3 - Use the minimum necessary personal confidential data

> Where use of personal confidential data is considered to be essential, the inclusion of each individual item of data should be considered and justified so that the minimum amount of personal confidential data is transferred or accessible as is necessary for a given function to be carried out.

Principle 4 - Access to personal confidential data should be on a strict need-to-know basis

> Only those individuals who need access to personal confidential data should have access to it, and they should only have access to the data items that they need to see. This may mean introducing access controls or splitting data flows where one data flow is used for several purposes.

Principle 5 - Everyone with access to personal confidential data should be aware of their responsibilities

> Action should be taken to ensure that those handling personal confidential data - both clinical and non-clinical staff - are made fully aware of their responsibilities and obligations to respect patient confidentiality.

Principle 6 - Comply with the law

> Every use of personal confidential data must be lawful. Someone in each organisation handling personal confidential data should be responsible for ensuring that the organisation complies with legal requirements.

In April 2013, Dame Fiona Caldicott reported on her second review of information governance, her report "Information: To Share Or Not To Share? The Information Governance Review"[3], informally known as the Caldicott2 Review, introduced a new 7th Caldicott Principle.

Principle 7 - The duty to share information can be as important as the duty to protect patient confidentiality

> Health and social care professionals should have the confidence to share information in the best interests of their patients within the framework set out by these principles. They should be supported by the policies of their employers, regulators and professional bodies.

Appendix 4: Nominated Partnership Contact Officer/ Information Governance Lead

Organisation	Name and Role	Contact Details

Information Exchange (S47) Form

Information Exchange (S47)

This form is used for the Exchange of information to the Police and Health about cases concerning Section 47 Matters only.

Name: **Person ID:**

DOB: **Age:**

Address:

Parent/ Carer Name and Contact details:

Ethnicity: **Language:** **Nationality:**

Who is in the household and relationship?

NAME	RELATIONSHIP	D.O.B

Information provided by: include job title, name, address, and tel no.

Alternative contact names, details and timescales where required for professionals:

Does the Child/ Young person have any Disabilities or Health conditions?

Nature of concern and detail information exchanged:

Police Referrer Incident number and Collar Number (if applicable)**:**

Worker completing form verification:-

Date:

Appendix 6

Date:

Dear Designated Safeguarding Lead,

This email is being sent to you as a strategy discussion has been convened today within Children's Social Care MASH Team at Derby City Council, to decide whether to initiate section 47 enquiries.

The strategy discussion is in relation to;

Child's Name	Date of Birth	Home Address	Parent/Carer address and contact details.

The meeting has been set up as there is a concern that the child/ren may be suffering significant harm. This discussion allows us, as a group of professionals to freely share information under S47 of the Children Act 1989. We will share information about the child/ren to inform a decision as to whether we believe the child/ren is/are suffering or likely to suffer significant harm.

At the end of the discussion a multiagency plan will be drawn up to put safeguards in place for the child/ren.

Please be mindful that this is a confidential meeting and the minutes should not be shared with anyone outside of your agency without prior permission from children's social care. It is also important to note that the information you share may form part of the single assessments and parents will be made aware of this.

The Strategy Discussion will take place at The Council House, Corporation Road, Derby at…….

Police and a Health Representative will be present and it is hoped that you will be able to join this meeting. It is imperative that the representative you send knows the child and family, this does not have to be the designated safeguarding lead. It is appreciated that at times, the invite will be of short notice, given the urgency of safeguarding. If you are unable to attend, please can you respond back via email that the details that we have for the child are the same as your records as well as detailing any concerns or issues that you may have in regard to the child/ren.

Many thanks

MASH Team Manager