

# Family Services

## Document control

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## Status of this Document

This document has been produced by the MASH partnership to set out our shared expectations, operational practices and decision making process for children, young people and families coming to the notice of the MASH.

Changes to this document will be agreed at the MASH Steering Group.

The document should be read in conjunction with:

- Barnet Family Services 'Resilience Model'
- MASH Steering Group Terms of Reference dated July 2017
- [Barnet Threshold document](#)
- Information Sharing Agreement (ISA) dated 29<sup>th</sup> April 2016
- [London Child Protection Procedures](#) (2017)
- [Working Together to Safeguard Children \(2015\)](#)
- [Barnet Safeguarding Children Board](#)

## 1. Introduction

This protocol outlines the purpose and remit of the Barnet Multi-Agency Safeguarding Hub (MASH).

The Barnet MASH acts a single 'front door' for children in need of additional support and/or protection. Co-located within the MASH is a partnership of professionals from a range of agencies including the police, health, education, children's social care, early help, substance misuse, housing, probation and domestic violence services who work together to share and analyse information held on multiple client data systems to build a picture of the child's history, current circumstances, support systems, needs and risks so that proportionate and timely decisions can be made about the type and level of services children need to safeguard their welfare, meet their needs and improve their outcomes, ensuring that children receive the right help first time.

## 2. Aims and Objectives

**Barnet MASH aims to ensure that:**

- All safeguarding referrals are dealt with in a timely and effective manner to ensure the immediate protection of children

- Decisions are timely, sound and based on high quality multi-agency information sharing arrangements
- All agencies have the confidence to share information safely and securely
- Risk is identified through robust analysis of a wide range of historical and current information and concerns
- Children, young people and their families are referred to the right services first time and as early in the life of the problem as possible
- Professional agencies working with children and their families have access to information that is proportionate and relevant to their involvement in a child's life
- Allocation of resources for children and families is timely, coherent and transparent
- Professionals / Practitioners have rapid access to qualified and experienced social work professionals for safeguarding advice, information and guidance on access to local resources
- The service is well understood and accessible to those that need it
- Our partnership arrangements are continually reviewed and built upon to improve access and promote seamless delivery throughout the borough

### 3. Confidentiality and Information Sharing

Section 10 Children Act 2004 places a duty on partner agencies to co-operate in order to improve the wellbeing of children and young people. This includes the proportionate sharing of **relevant information** to enable the best decisions for the children and young people at risk to be taken.

Barnet MASH partners have an Information Sharing Agreement (ISA) which sets out our mutually agreed conditions for sharing and storing information.

All partners must ensure that they are mindful of the requirements of the Criminal Procedures Investigation Act 1996 (CPIA) in relation to the disclosure of information.

A key purpose of MASH is for the multi-agency partnership to share information about children and families in order to make safe and timely decisions about the help children need. However, **relevant information** collected through the MASH remains confidential to agencies that hold it, permission must be sought to share or store the information outside of the MASH.

Information may only be shared with a third party if the person to whom the information relates consents. However, information may be shared without consent if it is in the public

interest to do so. Where there is a risk of significant harm to a child Section 47, Children Act 1989 places a duty on agencies to assist children's social care to make enquiries.

All partner agencies agree that information shared in MASH:

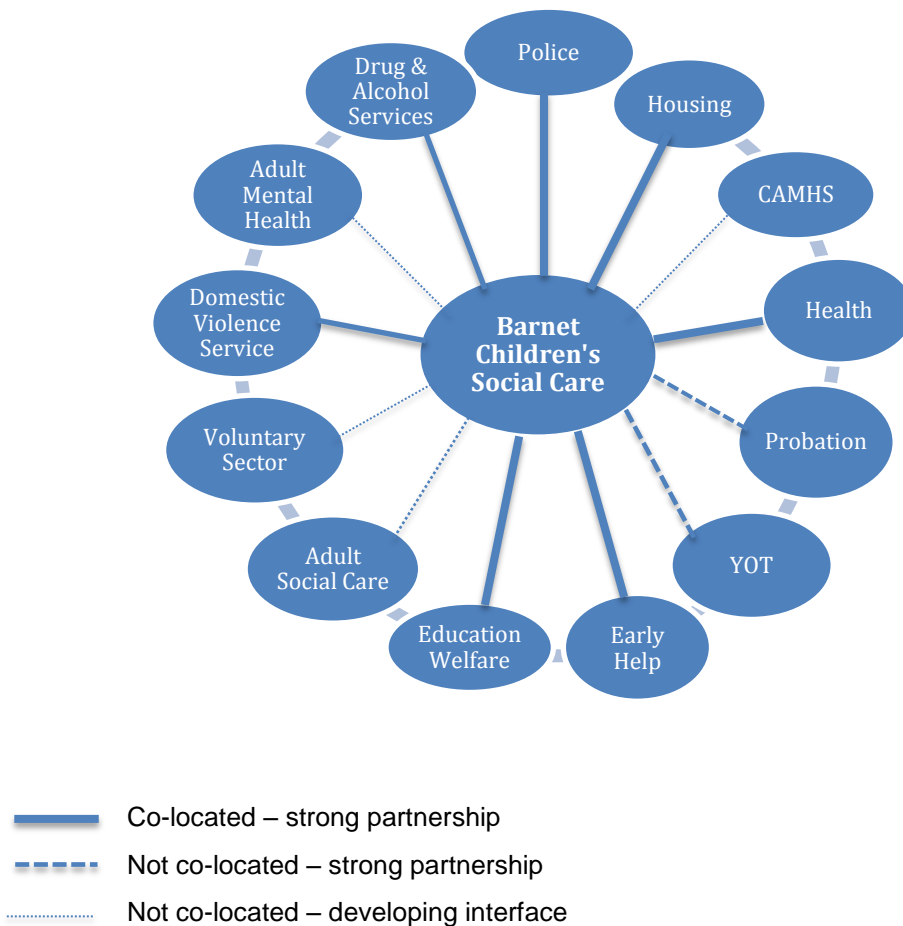
- Should not leave the MASH except as agreed for the purpose of referring a family on for services and interventions
- Must be used only for the purposes of safeguarding children
- Should only be passed on to third parties with the consent of the agency who provided the information

The Caldicott Principles and Golden Rules of Information sharing provide a common framework for understanding information sharing arrangements.

- All professionals must understand their responsibilities in relation to the **Data Protection Act which is not a barrier to sharing information** but a framework to ensure that personal information about living persons is shared appropriately.
- **Be open and honest** with the person who the information is about (children/young people and their families) from the outset about why, what, how and with whom information will, or could be shared, and seek their agreement to share it, unless it is unsafe or inappropriate to do so.
- **Share with consent where appropriate.** You may still share information without consent if, in your judgement, the absence of consent can be overridden in the public interest. Judgements to share information without consent must be based on the facts of the case and in compliance with the law.
- **Seek advice** if you are in any doubt, without disclosing the identity of the person where possible
- **Consider safety and wellbeing** by basing information sharing decisions on considerations of the safety and wellbeing of the individual and others who may be affected by their actions.
- **Necessary, proportionate, relevant, accurate, timely and secure;** ensure that the information you share is necessary for the purpose for which you are sharing it, is shared only with those people who need to have it, is accurate and up-to-date, is shared in a timely fashion, and is shared securely. Access to confidential information should be on a strictly 'need-to-know' basis.
- Justify the purpose(s) for using confidential information by **keeping a record of your decision and the reasons for it** – whether it is to share information or not. If you decide to share, then record what you have shared, with whom and for what purpose.

## 4. The Team

The MASH is led by Barnet Children's Social Care and managed by Barnet Family Services and is supported by a partnership of co-located agencies including police, health, education, substance misuse, domestic violence services, housing, early help. Other partners support the MASH through virtual support and access to information.



Agency	Resource & Role	Agency Database
Police	1 x Police Sergeant 5 x PCs 2 x Researchers Co-located in the MASH Co-ordinates, gathers, processes, risk assesses and shares police information relevant to Public Protection, Missing Children, CSE, Child Protection (MERLIN reports) Supports assessments of risk and vulnerability	Multiple Police Databases
Children's Social Care	3 x Social Work Team Managers (Decision Makers) 4 x Social Workers 4 x Social Work Assistants 4 x Duty Support Workers 2 x Research Assistants (in recruitment) CSE/Missing Coordinator (link) Local Authority Designated Officer (LADO) No Recourse to Public Funds Officer Co-ordinates, gathers, processes, risk assesses and shares information held about children known to the local authority in conjunction with information received from partner agencies Makes decisions on all contacts received in the MASH on next steps Allocates resources in accordance with children's needs	LCS/ EHM
Health	2 x Health Practitioners Co-located in the MASH Co-ordinates, gathers, processes, risk assesses and shares health information relevant to midwifery, ante-natal, health visiting, school nursing, specialist health services, GP's Piloting joint early help visits with MASH social workers Supports assessments of risk & vulnerability	System 1

Agency	Resource & Role	Agency Database
Education Welfare /	<p>1 x Education Welfare Officer</p> <p>Co-located in the MASH</p> <p>Co-ordinates, gathers, processes, risk assesses and shares education information relevant to children of school age</p> <p>Supports assessment of risk and vulnerability</p>	Synergy
Probation	<p>A dedicated satellite service and occasional (1 day a week) co-location of a Probation Officer</p> <p>Co-ordinates, gathers, processes, risk assesses and shares Probation information relevant to adult offenders, updates CRC links</p> <p>Supports assessments of risk &amp; vulnerability.</p>	OASys / Delius
Barnet Homes Housing	<p>1 x Housing Needs Officer</p> <p>Co-located in the MASH 1 day a week</p> <p>Co-ordinates, gathers, processes, risk assesses and shares housing applicants and Barnet Homes tenant and leaseholders information relevant to children and adults</p> <p>Advises on eligibility for accessing accommodation under the homeless legislation and Housing Allocation Scheme</p>	Aareon QL
Westminster Drug Project (WDP)	<p>1 x Hidden Harm worker</p> <p>Co-located in the MASH</p> <p>Co-ordinates, gathers, processes, risk assesses and shares drug and alcohol service information relevant to adults and young people</p> <p>Supports assessment of risk and vulnerability Identifies opportunities for early help, joint assessments and interventions</p>	



Agency	Resource & Role	Agency Database
Early Help/Early Years	<p>1x Safer Families Worker</p> <p>1x CAF/MASH SW Assistant</p> <p>Coordinates, gathers, processes, risk assesses and shares Early Help information relevant to children and young people accessing Early Help Services</p> <p>Supports assessment of risk and vulnerability, identifies opportunities for Early Help services to engage with families including via the Safer Families Worker (who works alongside SOLACE) those families where lower level Domestic Abuse is identified</p>	EHM
SOLACE (Domestic Violence Service)	<p>1 x SOLACE IDVA</p> <p>Co-located in the MASH</p> <p>Co-ordinates, gathers, processes, risk assesses and shares information relevant to domestic violence</p> <p>Supports assessment of risk and vulnerability, provides advice and guidance on domestic violence services</p> <p>Liaising with other domestic violence services</p> <p>Allocates 'green' rated referrals for further domestic violence work.</p>	on Track
CSE/Missing Coordinator	<p>1 x CSE/Missing Coordinator</p> <p>Close interface and occasional co-location in MASH</p> <p>Tracks, records and monitors information relating to children missing from home and care</p> <p>Identifies CSE risks and provides advice to support risk and vulnerability assessments</p>	LCS
Designated Officer	<p>The Local Authority Designated Officer (LADO)</p> <p>Linked to the MASH to manage all allegations made against professionals working with children</p> <p>Provides information when required to support risk and vulnerability assessments</p>	LCS

Agency	Resource & Role	Agency Database
Youth Services	<p>Linked to the MASH</p> <p>Provides Return Home Interviews for Missing Children in Barnet</p> <p>Provides Targeted Youth Support to young people identified in need of early help</p> <p>Provides crime prevention and diversion services for 'Out of Court disposals'</p> <p>Shares information to assist risk and vulnerability assessments</p> <p>Delivers 'Children Missing in Education' statutory checks</p> <p>Coordinates Youth Homelessness contract placements</p> <p>Provides targeted and bespoke programmes/group work and activities to meet identified trends and needs.</p> <p>Provides a Drop-In service to young people, parents and professionals on Wednesdays between 11:30am and 7:00pm.</p>	EHM / LCS
Youth Offending Team	<p>Linked to the MASH</p> <p>Shares information on young people known to the Youth Offending Team to assist risk and vulnerability assessment</p>	Careworks
**Troubled Families Programme	<p>Identification of all families meeting criteria under the Troubled Families Programme (Families First)</p> <p>**Families attached to the TF Programme receive help / advice from a range of agencies</p>	LCS

## 5. How to contact the MASH

**Phone:** Members of the public or professionals can call MASH on **0208 359 4066** any time Monday – Friday for advice, guidance or to make a referral.

After 5pm and at weekends the **Out of Hours** social work service provided by LB Harrow operates by phone on **020 8359 2000**

**Email:** Members of the public or professionals can e-mail MASH on [MASH@barnet.gov.uk](mailto:MASH@barnet.gov.uk) or secure e-mail on [MASH@barnet.qcsx.gov.uk](mailto:MASH@barnet.qcsx.gov.uk)

**Mail:** Members of the public or professionals can post referrals or letters to:  
MASH London Borough of Barnet, North London Business Park, Oakleigh Road South

London

N11

1NP

**Fax:** Members of the public or professionals can fax MASH on 020 594 8766

**\*\* Health professionals must not send Fax referrals – the GCSX inbox above must be used\*\***

**Walk-in:** Children and families can ‘walk in’ to Barnet House and ask to see a children’s social worker any time Monday – Friday between 9am – 5pm

## 6. How the MASH works

The MASH has six core responsibilities:

1. Log, screen and process all contacts received into the MASH for decision making
2. Process contacts to referrals to CSC when child protection concerns have been identified (within 24 hours)
3. Research, gather, provide and analyse information to assist decision making
4. Facilitate access to a range of early help services for children and families that need them
5. Provide advice and guidance to professionals and members of the public
6. Operate a duty system for ‘walk in’ clients and home visiting

### 6.1. Contacts

The term ‘contact’ is used to describe information that is received in the MASH, this can be police MERLIN reports, e-mails, EDT reports, letters/faxes, telephone calls, and referrals from members of the public or professionals who want to access early help services or report a concern about a child’s welfare, development or safety.

Usually contacts to the MASH are made on the [referral form](#) available electronically on Barnet’s website. The absence of a MASH referral form will not be an obstacle to ensuring children receive an appropriate safeguarding response, it is recognised that there will be occasions when a contact may need to be made without first completing a MASH referral form; examples are listed below.

- Referrals requiring an immediate safeguarding response (professionals will be required to complete the MASH referral form within 24 hours of making contact with the service).
- Notifications or enquiries from the Police Child Abuse Investigation Team (CAIT).
- Legal notifications or instructions from solicitors or Court.
- Referrals from Other Local Authorities who may refer using their own forms.

We ask that professionals who are making referrals to the MASH, where appropriate, discuss intended referrals about children with the adults who hold parental responsibility for them prior to making a referral. Professionals should include in the referral whether they have spoken to the child and parents about the referral they are making.

## 6.2. Managing contacts

- If a contact is received relating to a child who is currently allocated to a social worker in Children's Social Care Services the contact will be uploaded on the child's records in LCS and the allocated Social Worker and team manager will be alerted.
- If a contact is received relating to a child that is not known and does not have a record on the system, a file will be created as a new contact and linked to any other family members by the Duty Support officers.
- If the child is known but is not currently receiving services the contact information will be loaded onto the child's file.
- 'If a contact is received regarding an allegation against a professional or volunteer working with children, the above would be followed and the contact must be forwarded to the LADO.'

Duty Support Officers provide initial screening of all contacts received into the MASH to clarify basic information at the point of creating, loading and recording the contact.

The screening process filters information requests, requests for early help and contacts that are requesting a safeguarding referral. The Duty Support Officers give each contact a priority rating in accordance with [Barnet guidance on thresholds](#).

## 6.3. Decisions & BRAG rating of Contacts

The 'decision maker' for all contacts received into the Barnet MASH is the MASH Children's Social Care Team Manager. The MASH Team Manager roles are filled by experienced social work managers with a thorough knowledge of safeguarding procedures and who have strong skills in risk assessment.

The Decision Maker will review all *contact records* to establish whether the contact should progress to an 'initial contact. If the contact progresses the key details of the 'initial contact' will be passed to the statutory partners within the MASH.

The Decision Maker must make a decision **within 24 hours** as to what needs to happen next and record the outcome. Regular MASH meetings will be required to assist decision making which the Decision Maker will chair, the outcome will be recorded on the child's file.

All contacts are given **an initial BRAG** (Blue, Red, Amber Green) rating which will provides a framework for prioritising agency checks, decisions and actions.

Contacts rated as **RED** will always be passed directly to Children's Social Care without delay. MASH checks will run in parallel to assist the Child & Family Assessment.

Contacts rated as **Amber** may be sent for multi-agency checks by the partners in the MASH, such contacts are 'MASHed'. Not all contacts will be 'MASHed', only those where further information from the partnership is required to assist decision making. The MASH process takes place in the **MASH (Early Help Module) EHM**.

Unless there is a good reason to share information without consent for example:-

- The child is in immediate danger
- Approaching the parents for consent to network checks will put the child at risk of further significant harm or prejudice a criminal investigation, or
- Public protection matter
- Obtaining consent could lead to unjustifiable delay in enquiries.

**Consent** to research and share information about children will always be sought from adults who hold parental responsibility for them. If parent(s) do not consent to checks being undertaken the Decision Maker will decide as to whether checks are justified without consent based on available information. The decision to proceed with checks without consent must be recorded with a clear justification for the decision on the contact record.

MASH partners, including Children Social Care will gather information about a family using their own individual electronic agency database systems and pass this information back to the Decision Maker with their agency BRAG rating via EHM.

There should be no limits to sharing information within the MASH, all agencies will consider the information held and how it will contribute to an overall risk assessment and decision to support or protect a child. Agencies must stipulate their agreement to pass information they hold on to families or other agencies.

Occasionally a MASH meeting will be required for the partnership to discuss contacts. This may be necessary when a group of children are involved in a single incident or where the circumstances are particularly complex. If a meeting is required it will be chaired by the MASH Decision Maker and attended by relevant partners. The meeting will set out how information will be coordinated and shared and plan for any immediate inter-agency planning. The meeting outcome will be recorded on the contact record.

The Decision Maker will consider the contributions, advice, guidance and expertise available within the partnership in reaching decisions and in making a **final BRAG** rating, recording a summary of the information gathered with a recommendation as to what should happen next on the *MASH record*.

Final decisions must be fed back to the referrer as soon as practicably possible and no later than 24 working hours after a decision has been made to ensure that referrers are aware of allocations and next steps, including rationale for NFA decisions. Where relevant final

decisions will be reported to a central email box; MASH managers and administrators will ensure this is completed.

BRAG rating	Priority	Action & Timescale	Decision to
Red	High	<p><b>Immediate – same day</b></p> <p>Contacts rated as Red will be passed without delay to Children's Social Care for a statutory Child &amp; Family Assessment of risk and need to be undertaken.</p> <p>MASH checks will be undertaken as a 'parallel process' to assist with information gathering for the assessment</p>	<p>Progress to a Child &amp; Family Assessment</p> <p>and/or</p> <p>S47 investigation required</p> <p><b>Feedback to referrer</b></p>
Amber	Medium High	<p><b>Within 48 Hours:</b></p> <p>Contacts rated as Amber may require further agency checks to gather historical and current information</p> <p>Consent will always be sought to share information with other agencies or to make a referral to early help services</p>	<ul style="list-style-type: none"> <li>- MASH for further information to decide whether the contact should: Progress to a Child &amp; Family Assessment</li> <li>- Progress to CAF</li> <li>- Be referred for Early Help</li> <li>- No further action required</li> </ul> <p><b>Feedback to referrer</b></p>
Green	Medium Low	<p><b>Within 4 days:</b></p> <p>Contacts rated as Green may require an early help response. The Decision Maker may ask an Assistant Social Worker to speak with the young person (when appropriate) or parent(s) to gather or clarify further information.</p> <p>Consent will always be sought to share information with other agencies or to make a referral to early help services.</p>	<p>Discussion with referrer and family to ascertain whether the contact should :</p> <ul style="list-style-type: none"> <li>- Progress to CAF</li> <li>- Be referred for Early Help</li> <li>- No further action required</li> </ul> <p><b>Feedback to referrer</b></p>

Blue	Low	<p><b>Within 7 days :</b></p> <p>Contacts rated as Blue relate to children where no concerns for their welfare have been identified, where no additional needs have been identified and whose developmental needs are being met by universal services. Some children may benefit from single agency support. Blue rated contacts also relate to information Requests from Court, other Local Authorities, CAFCASS etc.</p>	<p>Discussion with family to ascertain if additional support is required</p> <p>or</p> <p>No Further Action required</p> <p><b>Feedback to referrer</b></p>
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#### 6.4. Data, Recording and Retention

- The child's unique identifier is the Children Social Care LCS ID number.
- All information gathered in will be summarized with a clear rationale for BRAG ratings and decisions made and recorded on a MASH assessment form. The form is stored in EHM.
- MASH records on **MASH/EHM** will be retained in line with local authority file retention policies.
- For data protection and confidentiality reasons, no agency will have access to the others' databases. All agencies will access their own databases. The IT system that will be used by all agencies to support MASH process is MASH Early Help Module (EHM).
- Training will be provided by Children Social Care for all MASH partners.
- Co-located agencies needing access to their originating agency databases will do so separately from the council's IT infrastructure to ensure the integrity and security of the system and data.
- Each service will have individual, dedicated lines and routers into the building that provide a link to service databases.
- Since no agency will be able to access another agency's database; information sharing will take place on request from CSC via MASH EHM, with the individual agency interrogating their databases and providing a written summary of the information to the Decision Maker.
- Staff from all agencies will be expected to comply with their respective agency's IT code of conduct in terms of not sharing passwords, locking computers when away from desks etc.
- MASH information that is shared with CSC must be sent via MASH EHM or if any other information is shared this should be done via the individual agency's secure email

system. Therefore, it is an expectation that every agency has a secure email system in place.

- All agencies will comply with the MASH Information Sharing Agreement in order to keep information confidential and secure.

### **Out of Hours – Emergency Duty Team**

The Out of Hours Emergency Duty Team provided by LB Harrow does not have access to multi-agency resources. They access Children's Social Care databases to record and search for information. Professionals making referrals will be required to share information outside of working hours directly with the social worker on duty.

Contacts loaded by the out of hours emergency duty team will be processed on the next working day.

## **7. Data Collection**

The following information is routinely collected, monitored and analysed:

- Volume of contacts to MASH
- Referral source
- Referral outcome
- Contacts that progress to assessment
- Contacts that progress to CAF
- Re-referral rate
- Missing children notifications

Partners are also asked to track and monitor their own agency data and submit this to the MASH Steering Group on a quarterly basis

## **8. Quality Assurance**

Multi-agency audits will be undertaken on a regular basis to measure the quality and effectiveness of the partnership response(s) to contacts received in the MASH. The audit process aims to foster learning and improvements by recognizing and building upon good practice and swiftly identifying and remedying shortfalls in practice.

The multi-agency audits will review:

- Application and understanding of thresholds
- Quality and timeliness of decision making
- Quality and timeliness of information shared in the MASH
- Effectiveness of multi-agency working



- Outcomes achieved for children

Reports on the quality and effectiveness of the MASH partnership will be provided to the Barnet Safeguarding Children Board.

### **8.1. 0-19 Referrals (East/Central Locality)**

The East/Central locality is piloting a 0-19 Children, Young People and Families (CYPF) Hub in which early help services are delivered in a seamless and integrated way. The East/Central locality accepts early help referrals for children aged 0-19 via a multi-agency panel that meets fortnightly.

Information gathered in the MASH will be sent to the Panel Administrator for the Panel Chair to review. Referrals can only be sent to the CYPF Hub with consent from the adult(s) who hold parental responsibility.

### **8.2. Allegations to LADO**

An allegation may relate to a person who works with children who has:

- Behaved in a way that has harmed a child, or may have harmed a child
- Possibly committed a criminal offence against or related to a child; or
- Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.

Allegations that meet the above criteria must be reported to the Local Authority Designated Officer (LADO) within one working day.

When allegation referrals are received by MASH they are to be passed on to the LADO immediately via email and on LCS.

If the child is not known on LCS, MASH creates the child on LCS and assigns a task to the LADO.

In cases where it is unclear if the referral relates to an allegation, a disclosure or a complaint, clarification / advice should be sought from the MASH team manager and LADO.

The LADO in Barnet is Shrimatie Bissessar and can be contacted by phone or email. Direct line 020 8359 4528; emails: [shrimatie.bissessar@barnet.gov.uk](mailto:shrimatie.bissessar@barnet.gov.uk)

[Shrimatie.bissessar@barnet.gcsx.gov.uk](mailto:Shrimatie.bissessar@barnet.gcsx.gov.uk)

## 9. Resolving disagreements

In the event of any disagreements arising between partner agencies relating to MASH operations or decision-making, this will be dealt with, in the first instance, at local level through discussion with relevant partner agencies and managers. Agencies may also escalate issues within their own organisations when local resolution cannot be achieved.

Where a resolution cannot be achieved within a reasonable timescale, it should be escalated to the MASH Head of Service. For further information please refer to the Barnet Safeguarding Children's Partnership Escalation Policy.

Barnet Family Services welcome feedback from professionals so we can continually build on what we do well, learn from our mistakes and improve our services. Compliments and Complaints can be sent to [FSComplaints@barnet.gov.uk](mailto:FSComplaints@barnet.gov.uk)

## Appendix 1

### Barnet MASH Steering Group Membership

Role	Organisation	Name	Contact
<b>Chair</b>	Children's Social Care	Tina McElligott, Operational Director, Family Services	<a href="mailto:Tina.McElligott@barnet.gov.uk">Tina.McElligott@barnet.gov.uk</a>
<b>vice-Chair</b>		Sarah Marshall, Head of Service Assessment, Intervention & Planning	<a href="mailto:Sarah.Marshall@barnet.gov.uk">Sarah.Marshall@barnet.gov.uk</a>
<b>Steering Group Members</b>	Education	Jane Morris	<a href="mailto:Jane.Morris@barnet.gov.uk">Jane.Morris@barnet.gov.uk</a>
	Health – BEH	Celia Jeffreys	<a href="mailto:celia.jeffreys@beh-mht.nhs">celia.jeffreys@beh-mht.nhs</a>
	Health CLCH	Angela Cody	<a href="mailto:Angela.Cody@clch.nhs.uk">Angela.Cody@clch.nhs.uk</a>
		Trish Stewart	<a href="mailto:Trish.Stewart@clch.nhs.uk">Trish.Stewart@clch.nhs.uk</a>
	Health – NHS GP Safeguarding Lead Royal Free	Siobhan McGovern	<a href="mailto:siobhan.mcgovern@nhs.net">siobhan.mcgovern@nhs.net</a>
		Dr Prashant Desai	<a href="mailto:Prashant.desai@nhs.net">Prashant.desai@nhs.net</a>
		Helen Swarbrick	<a href="mailto:helenswarbrick@nhs.net">helenswarbrick@nhs.net</a>
	Police	Sally Taylor (Deputy)	<a href="mailto:sally.taylor@nhs.net">sally.taylor@nhs.net</a>
		DCI Owain Richards	<a href="mailto:Owain.Richards@met.pnn.police.uk">Owain.Richards@met.pnn.police.uk</a>
		DI Will Cole (Deputy)	<a href="mailto:Will.Cole@met.pnn.police.uk">Will.Cole@met.pnn.police.uk</a>
	Safer Communities	Peter Clifton	<a href="mailto:Peter.Clifton@barnet.gov.uk">Peter.Clifton@barnet.gov.uk</a>
	Probation	Aveen Gardiner	<a href="mailto:Aveen.Gardiner@londoncrc.org.uk">Aveen.Gardiner@londoncrc.org.uk</a>
		Clare Ansdell	<a href="mailto:Clare.Ansdell@probation.gsi.gov.uk">Clare.Ansdell@probation.gsi.gov.uk</a>
	Housing	Ian Helcke	<a href="mailto:Ian.Helcke@BarnetHomes.org">Ian.Helcke@BarnetHomes.org</a>
		Nicki Jervis (Deputy)	<a href="mailto:Nicki.Jervis@BarnetHomes.org">Nicki.Jervis@BarnetHomes.org</a>
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	Performance / ICT	Matt Scott	<a href="mailto:Matt.scott@barnet.gov.uk">Matt.scott@barnet.gov.uk</a>
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## Appendix 2

# Terms of Reference Multi-Agency Safeguarding Hub (MASH) Steering Group

Author:	<i>Tina McElligott</i>
Date:	<i>November 2016</i>
Service / Dept:	<i>Family Services</i>

STEERING GROUP	
<b>Purpose</b>	<p>The Barnet MASH acts a single ‘front door’ for children in need of additional support and/or protection. Co-located within the MASH is a partnership of professionals from a range of agencies including the police, health, education, children’s social care, early help, substance misuse, probation and domestic violence services who work together to share and analyse information held on multiple client data systems to build a picture of the child’s history, current circumstances, support systems, needs and risks so that proportionate and timely decisions can be made about the type and level of services children need to safeguard their welfare, meet their needs and improve their outcomes, ensuring that children receive the right help first time.</p> <p>The MASH Steering Group provides a forum for operational and strategic oversight of the MASH to ensure the partnership arrangements are effective, well understood and accessible across the Borough</p>
<b>Decision making</b>	At the MASH Steering Group
<b>Core Membership</b>	<ul style="list-style-type: none"> <li>• Children’s Social Care</li> <li>• Police</li> <li>• Health</li> <li>• Education</li> <li>• Probation</li> </ul>

	<ul style="list-style-type: none"> <li>• Solace Women's Aid</li> <li>• Early Help</li> <li>• Substance Misuse</li> <li>• Housing</li> </ul>
<b>Chair(s)</b>	Tina McElligott Sarah Marshall
<b>Role</b>	<p>Operational Director Family Services -</p> <ul style="list-style-type: none"> <li>• Chair the Steering Group</li> <li>• Prepare agendas and administration for the project board</li> <li>• To ensure the board remains up to date on national and local MASH developments</li> <li>• To provide service level data, identifying keys operational and delivery risks as relevant to each agency</li> <li>• To drive clarity and understanding within and outside of the MASH of the service remit, aims and objectives, at all times encouraging a seamless partnership interface</li> <li>• To support, through participation and contributions, the continued development of the service</li> <li>• To be individually accountable for their area of responsibility and delivery within the programme</li> <li>• To mobilise resources as required in response to changing need</li> <li>• To ensure someone with delegated authority can attend the Steering Group in the event of absence</li> <li>• Ensure dissemination of information to their organisations</li> <li>• Ensure appropriate governance arrangements for operational staff and Steering Group Meeting decisions are swiftly actioned.</li> <li>• Participate and contribute to multi-agency audits, inspection activities and external scrutiny as required</li> </ul>
<b>Remit</b>	<ul style="list-style-type: none"> <li>• To analyse MASH data to monitor and improve performance and track referral trends and risk across the borough</li> <li>• Drive operational responses to identified gaps and recognised risks across the borough</li> <li>• Be accountable for the monitoring, reviewing and continual improvement of the effectiveness of the service in achieving timely and proportionate decision making for children in need of help and protection</li> <li>• Identify and resolve obstacles to the improvement and development of MASH services</li> </ul>

	<ul style="list-style-type: none"> <li>• Ensure compliance with legislation, policy and guidance relative to safeguarding children and information sharing</li> <li>• Produce reports detailing the effectiveness of the service</li> <li>• Agree communication strategies and service level interface across the wider partnership</li> <li>• Escalate risk issues, as appropriate, to the Safeguarding Children Board</li> </ul>
<b>Information sharing</b>	An Information Sharing Agreement has been signed by key MASH partners and is dated April 2016
<b>Frequency of meetings</b>	<p>The Steering Group will meet quarterly</p> <p>The Chair may request an extraordinary meeting in the event that a decision is required prior to the next scheduled project board.</p> <p>The Steering Group will report into the Barnet Safeguarding Children's Board on request and at a minimum of annually.</p>
<b>Agenda</b>	<p>The Steering Group agenda will include:</p> <ul style="list-style-type: none"> <li>• Review of previous Steering Group minutes and actions</li> <li>• Performance Data</li> <li>• Multi-Agency Audits</li> <li>• Current issues/risks and benefits</li> <li>• Next steps/key actions for the board</li> <li>• Date of the next meeting</li> </ul> <p>Project Board agendas and minutes will be circulated via email to members of the project board by the project manager in a timely manner.</p>
<b>Forward plan managed by</b>	Chair in agreement with Steering Group Members

## Appendix 3

### Information Sharing Agreement

# Information Sharing Agreement

*London Borough of Barnet*

## ***Between LBB Multi Agency Safeguarding Hub (MASH) and:***

- Barnet Council Family Services
- Barnet Council Education and Skills
- Barnet Council Adults and Communities
- Barnet Homes (part of the Barnet group)
- Your Choice Barnet (part of the Barnet group)
- Barnet Metropolitan Police Service
- London Fire Brigade
- National Probation Service
- Community Rehabilitation Company
- Royal Free London (NHS Foundation Trust) (Barnet Hospital, Chase Farm Hospital, Royal Free Hospital)
- Barnet Enfield and Haringey Mental Health NHS Trust
- Central London Community Healthcare NHS
- Barnet Clinical Commissioning Group (CCG)
- London Ambulance Service
- Westminster Drug and Alcohol project
- Young People's Drug and Alcohol Service
- Solace Advocacy and Support Service Barnet
- Barnet GPs
- Barnet Schools (including school-based children's centres)
- Barnet Council Corporate Anti-Fraud team
- Barnet and Southgate College
- CommUNITY Barnet

**All new Information Sharing Agreements must receive sign-off from both Legal and the corporate Information Management Team**



## Document Control

<b>Document Description</b>	Information Sharing Agreement between the London Borough of Barnet and: <ul style="list-style-type: none"> <li>• Barnet Council Family Services</li> <li>• Barnet Council Education and Skills</li> <li>• Barnet Council Adults and Communities</li> <li>• Barnet Homes (part of the Barnet group)</li> <li>• Your Choice Barnet (part of the Barnet group)</li> <li>• Barnet Metropolitan Police Service</li> <li>• London Fire Brigade</li> <li>• National Probation Service</li> <li>• Community Rehabilitation Company</li> <li>• Royal Free London (NHS Foundation Trust) (Barnet Hospital, Chase Farm Hospital, Royal Free Hospital)</li> <li>• Barnet Enfield and Haringey Mental Health NHS Trust</li> <li>• Central London Community Healthcare NHS</li> <li>• Barnet Clinical Commissioning Group (CCG)</li> <li>• London Ambulance Service</li> <li>• Westminster Drug and Alcohol project</li> <li>• Young People's Drug and Alcohol Service</li> <li>• Solace Advocacy and Support Service Barnet</li> <li>• Barnet GPs</li> <li>• Barnet Schools and children's centres</li> <li>• Barnet Council Corporate Anti-Fraud team</li> <li>• Barnet and Southgate College</li> <li>• CommUNITY Barnet</li> </ul> <p>(to be read in conjunction with and in accordance with the LBB Information Sharing Protocol)</p>		
<b>Version</b>	1.4		
<b>Date Created</b>			
<b>Status</b>	2016 review		
<b>Authorisation</b>	Name	Signature	Date
<b>Prepared By:</b>	R Pillay		10/06/2016
<b>Checked By</b>			

## Version Control

Version number	Date	Author	Reason for New Version
0.002	02/07/2013	R Bell	Final
0.1	14/07/2014	P Clifton	Annual Review – initial draft
0.11	14/07/2014	P Clifton	Annual Review – draft, with amendments from Erica Ferrari, London Probation Trust signatory updated to be replaced with National Probation Service and CRC to reflect new probation structure.  This version was also reviewed by corporate IMT, Lucy Martin
0.2	06/01/2016	R Pillay	Review with amendments to partners names and two new clauses 1.35 and 1.63  Reviewed by Lucy Martin (Corporate Information Management Team) and Elaine Tuck (Family Services Caldicott Guardian)
1.0	11/02/16	R Pillay	Minor amendments
1.1	14/04/2016	R Pillay	Minor amendments following email from Mary Sexton  Review period extended to 1 year, Caldicott Principle 7 added.
1.2	29/04/2016	R Pillay	Amendment following comments  1. Health organisations listed together on front page  2. Review period increased to 2 years unless legal change/ other changes require an earlier review. (Request from Siobhan McGovern, Barnet CCG. Agreed on advice from corporate IMT (Lucy Martin))  3. Services added: Barnet and Southgate College, Your Choice Barnet (part of the Barnet Group), CommUNITY Barnet
1.3	09/06/2016	R Pillay	Page numbers added. Contents page formatted.
1.4	10/06/16	R Pillay	1.15, 1.16, 1.17 updated as the following documents have been archived by the DfE  1) Information Sharing: Guidance for practitioners and managers (2008)  2) Information Sharing: Further guidance on legal issues (2009)

*Date last reviewed:* April 2016  
*Date of next review:* April 2018

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## Purpose and scope

The purpose of this document is to agree the sharing of information between the London Borough of Barnet (hereafter referred to as the 'Authority') and Barnet Council Family Services, Barnet Council Education and Skills, Barnet Council Adults and Communities, Barnet Homes (part of the Barnet group), Your Choice Barnet (part of the Barnet group), Barnet Metropolitan Police Service, London Fire Brigade, National Probation Service, Community Rehabilitation Company, Royal Free London (NHS Foundation Trust) (Barnet Hospital, Chase Farm Hospital, Royal Free Hospital), Barnet Enfield and Haringey Mental Health NHS Trust, Central London Community Healthcare NHS, Barnet Clinical Commissioning Group (CCG), London Ambulance Service, Westminster Drug and Alcohol project, Young People's Drug and Alcohol Service, Solace Advocacy and Support Service Barnet, Barnet GPs, Barnet Schools (including school-based children's centres), Barnet Council Corporate Anti-Fraud team, Barnet and Southgate College, CommUNITY Barnet.

- 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 agreement will be reviewed every two years unless there are legislative or other changes requiring an earlier review.

- 1.1 The Authority and all the signatory organisations are registered Data Controllers under the Data Protection Act. The ICO registration numbers for the signatories are listed below:

Name	ICO number	Registration
London Borough of Barnet Including: Family Services Education and Skills Adult and Communities Corporate Anti-Fraud team	Z6665870	
Barnet Homes (part of the Barnet group)	Z9752866	
Your Choice Barnet (part of the Barnet group)	Z3025326	
Barnet Metropolitan Police Service		
London Fire Brigade		
National Probation Service		
Community Rehabilitation Company		
Royal Free London (NHS Foundation Trust) (Barnet Hospital, Chase Farm Hospital, Royal Free Hospital)		
Barnet Enfield and Haringey Mental Health NHS Trust	Z8836068	
Central London Community Healthcare NHS		
Barnet Clinical Commissioning Group (CCG)		
London Ambulance Service		
Westminster Drug and Alcohol project		
Young People's Drug and Alcohol Service		
Solace Advocacy and Support Service Barnet		
Barnet GPs		
Barnet Schools and school-based children's centres		
Barnet and Southgate College		
CommUNITY Barnet		

The partners have established Data Protection and data security policies and procedures in place.

- 1.2 The sharing of personal data needs to be of benefit to the individual whose information is subject to the agreement. The below sections sets out a): how the sharing of information under this agreement benefit the data subjects; the services that will be delivered through the sharing of information under the agreement; and who the clients of the services delivered will be:

For many years, the sharing of appropriate information about children who come to notice with Local Authority Social Services and partner agencies 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 includes Children's Services Authorities, Primary Care Trusts and Police - 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 (and rephrased into 'outcomes' in the Government policy 'Every Child Matters') as relating to a child's;

- physical and mental health and emotional well-being („be healthy“)
- protection from harm and neglect („stay safe“)
- education, training and recreation („enjoy and achieve“)
- the contribution made by them to society („make a positive contribution“)
- 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 sad cases across the UK have highlighted deficiencies within safeguarding partnerships in relation to the sharing of information and communication. Some serious case reviews and inquiries (such as the Laming, Bichard and Baby P inquiries) have directly attributed the lack of good information sharing and communication to the subsequent death of an individual.

In order to deliver the best safeguarding decisions which 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 may not 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;

- **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.

- **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.

- **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 formally document how through the MASH set-up the signatories to this agreement will share information about children who have come to the attention of their organisation for failing at least one of the five outcomes listed above on the previous page.

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

## Legal basis for sharing data

- 1.3 A Public Authority must have a legal basis for sharing data, and must ensure that all sharing agreements are in compliance with the Data Protection Act 1998.

### The Data Protection Act (DPA) 1998

- 1.4 The DPA 1998 is a framework which allows the safe and legal processing (which includes sharing) of personal and sensitive personal data.
- 1.5 The DPA 1998 definition of personal and sensitive data is as follows:

- 1.6 Personal Data – means data which relate to a living individual who can be identified from those data; or from those data and other information which is the possession of, or is likely to come into the possession of, the data controller.
- 1.7 Sensitive Personal Data - means personal data consisting of information as to -
- (a) the racial or ethnic origin of the data subject,
  - (b) his political opinions,
  - (c) his religious beliefs or other beliefs of a similar nature,
  - (d) whether he is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992),
  - (e) his physical or mental health or condition,
  - (f) his sexual life,
  - (g) the commission or alleged commission by him of any offence, or
  - (h) any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings
- 1.8 The DPA 1998 contains two Schedules that list various conditions which, when satisfied, allow for the processing of personal data (Schedule 2) and sensitive personal data (Schedule 3). These are set out below.

### **Schedule 2, DPA 1998**

- 1.9 Schedule 2 of the DPA sets out the conditions for the processing of personal data. At least one condition must be met in order to legitimately process personal data.
- 1.10 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.
- 1.11 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'. Each agency must ensure that they have an appropriate Schedule 2 condition. However, the actual disclosure of any data to achieve these objectives must be conducted within the framework of the DPA, Human Rights Act (HCA) and Caldicott Principles as well as with regard to the Common Law Duty of Confidence. It is also subject to any express prohibition in legislation.

### **Schedule 3, DPA 1998**

- 1.12 If the information is 'sensitive' as defined by the DPA 1998 you must in addition to satisfying a Schedule 2 condition also satisfy **at least one** condition in Schedule 3.



- 1.13 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 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).

## The Data Protection Act and other legislation

- 1.14 The disclosure of information is subject to a legal framework including DPA, Human Rights Act and Caldicott Principles amongst other legislation.
- 1.15 HM Government has published a guidance document which should be read in conjunction with this agreement and is an invaluable resource for all safeguarding professionals;

### **Information Sharing: advice for practitioners providing safeguarding services to children, young people, parents and carers (March 2015)**

<https://www.gov.uk/government/publications/safeguarding-practitioners-information-sharing-advice>

- 1.16 The 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.
- 1.17 Attention is drawn to the 'seven golden rules' set out in the Information Sharing: advice for practitioners providing safeguarding services to children, young people, parents and carers (March 2015) (page 4) as a practical exposition of the law relating to information sharing.
- 1.18 The London Child Protection Procedures should also be viewed as useful guidance in this area.
- 1.19 The Data Protection Act 1998 identifies 8 key principles in relation to the sharing of personalised data.

### **The eight principles of the data protection act**

- 1.20 There are 8 DPA principles must be complied with. These are set out below.

1. *1<sup>st</sup> principle: Personal data shall be processed **fairly** and lawfully and, in particular, shall not be processed unless – (a) at least one of the conditions in Schedule 2 is met, and*

*(b) in the case of sensitive personal data, at least one of the conditions in Schedule 3 is also met.*

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

The first data protection principle states that data must be processed lawfully and fairly. A public authority must have a legal power in place which entitles 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 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'.

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 fulfill 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.

Section 47 Thresholds do not determine 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.

Under this agreement 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 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?

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 to the intended aim of the disclosure.

### **Fair Processing Notice**

It is a requirement of the Data Protection Act 1998 that all organisations that process personal data should have what is now known as 'Fair Processing Notice' (FPN) which will inform individuals about how their personal data will be used by that organisation. This notice must 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.

Each Data Controller to this agreement must ensure they have an appropriate FPN in place to allow them to share data for the purpose of this agreement.

Section 29 of the Data Protection Act 1998 provides a gateway to allow 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. However, S29 does not enforce an agency to share information, and each request must be managed on a case by case basis. S29 cannot be used for “fishing expeditions”, there must be clear and justifiable reasons to share information, and a strong likelihood of hindering investigations.

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 wellbeing 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 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 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. *2<sup>nd</sup> 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.*

All information shared 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. For example: 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

3. *3<sup>rd</sup> principle: Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.*

Only relevant information will be shared on a case-by-case basis where an organisation has a ‘need-to-know’ about the information.

4. *4<sup>th</sup> 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. *5<sup>th</sup> 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, which will be each partner's responsibility. 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 securely destroyed.

6. *6<sup>th</sup> 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.

7. *7<sup>th</sup> 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. *8<sup>th</sup> 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 for 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 safeguards have been adopted and appropriate provisions stated in the Data Protection Act have been adopted. 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 or advice from your Data Protection Officer must be sought in these cases.

## **Freedom of Information (FOI)**

- 1.21 The Freedom of Information Act gives all individuals the right to access official information held by a public authority. Limited exemptions may apply and all public authorities must ensure they have recognised procedures in place for administering requests of this nature. Public authorities have a statutory responsibility to reply to requests within 20 working days.
- 1.22 All requests for FOI will be directed through the FOI Administrator in the Authority in the first instance. Advice will be sought through partner organisations where there is concern about that information being released and any impact it is likely to have. The final decision to disclose or not will lie with the authority who holds the information.
- 1.23 This document may also be disclosed to the public under the FOI Act.
- 1.24 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.
- 1.25 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.
- 1.26 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.
- 1.27 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.

## Subject Access Requests (SAR)

- 1.28 Each organisation must have a recognised procedure in place to handle subject access request made under the Data Protection Act 1998.
- 1.29 Under the Act individuals ('Data Subjects') have the legal right, subject to some exemptions, to information about themselves that is held by the Authority. The request ('Subject Access Request') has to be made by the Data Subject in writing.
- 1.30 Subject access requests will in the first instance go through the Authority Data Protection Officer who will arrange for the collation of the information requested unless it falls under any of the exemptions that allow it to be withheld. Where there are concerns regarding the release of health information advice will be obtained from health information governance departments in the relevant partner organisation
- 1.31 Once the Authority has received a valid request the timescales and guidance under the policy will apply. Responses to any subject access requests will be prompt and in any event will be sent within the statutory 40 calendar days from when both identification confirmation and payment (where applicable) have been received from the Data Subject
- 1.32 Personal data may be withheld from disclosure in limited circumstances and only in instances where it falls under any of the exemptions described in the Act. Further information regarding the Act can be found on the Information Commissioner's Office's website [www.ico.gov.uk](http://www.ico.gov.uk).
- 1.33 Please refer to the **Authority's Subject Access Handling Policy** for more information.

## Information being shared

Due to the complexity of the MASH Hub, 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 (including but exclusive to noise disturbance)
- 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.

- 1.34 These arrangements will be reviewed every 2 years or when there are legislative or other changes, to ensure that the benefits to the data subjects are being realised. All parties agree that data sharing of personal and sensitive personal data must not be entered into purely for the administrative benefit of the organisation.
- 1.35 Partners listed in this agreement may need to contact other organisations not specifically mentioned within this MASH agreement depending on circumstances of the case. This will be conducted in accordance with the principles of this MASH agreement and the Information Commissioner's Data Sharing Code of Practice

## Commitment / responsibilities of parties involved

- 1.36 Every individual working for the partners listed in this Agreement are personally responsible for the safekeeping of any personal and sensitive personal data they obtain, handle, use and disclose.
- 1.37 It is the responsibility of each partner to ensure that every employee knows how to obtain, use and share personal data in line with the Data Protection Act 1998. Mandatory training provided by the relevant partner organisations must be undertaken once a year to ensure responsibilities are clear and up to date. The Authority and the other organisations party to this agreement will provide training regarding data protection and information sharing arrangements to the respective staff in their organisation that will access the information under this agreement, through the line management structure. All new staff and staff new to the relevant policies whether permanent, contracted or temporary will have data protection and local information sharing agreements training as part of their induction and noted in supervision documentation.

- 1.38 All partners will hold a copy of this agreement. It is the responsibility of each partner to ensure that all individuals likely to come into contact with MASH data are trained in the terms of this agreement, including the Data Protection Act 1998, the Human Rights Act 1998 and their own organisational responsibilities.
- 1.39 Every individual must uphold the principles of confidentiality, follow the guidelines set out in the London Borough of Barnet Information Sharing Protocol and seek advice when necessary. Caldicott Principles apply to all information sharing and data should only be shared in accordance with these principles (see Appendix A).

## Data handling and security

- 1.40 The clauses below outline the duties of all parties in regards to handling information.

### Business Processes

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

- 1.41 Information about a child where there are concerns about their welfare will be passed to the MASH Support Officer (MSO). 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, see if there is any other relevant information held by Barnet Children's Services and pass to a MASH social worker.
- 1.42 Before considering if the case should continue through the MASH process, the MASH Children's Social Care social worker or team manager 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 immediately or wait for the conclusion of the police investigation.
- 1.43 If the referral meets the threshold for a Sect 47 assessment and a crime has been committed the MASH social worker will refer to the Child Abuse Investigation Team (CAIT) , this enables the police sergeant(CAIT) and the duty manager to agree an action plan . Where there is a suspicion of a crime or child sexual exploitation then a discussion will take place between the MASH and PPD, and if one has, the MASH social worker will complete a written referral to the PPD who will refer on to the appropriate section within the police for investigation.
- 1.44 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 Social Worker/ Team Manager 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 Social Worker will refer the child to the appropriate service if this is required, passing across relevant information that the agency 'needs-to-know'.

#### **Information entering the MASH from Police:**

- 1.45 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 five 'Every Child Matters' outcomes), a Pre-Assessment Checklist (PAC) report will be placed by the reporting police officer on to the MPS system MERLIN.
- 1.46 Police officers based in the MASH will review these PACs to see if there is a need to inform Children's Services that the child has come to police attention. They will request a check to see if there is an open case about the child on the Barnet Council Children's Services database i.e., Integrated Children's System (ICS).
- 1.47 Where there is an open CSC case, the police will forward the PAC straight to the MASH Support Officer, who will send it on to the allocated 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 support officer.
- 1.48 Upon receiving this information, the MASH support officer will create a new case record on the ICS system and see what information Barnet Children's Services hold that is relevant to this referral. 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.
- 1.49 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.
- 1.50 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 (i.e. referral to CSC Duty & Assessment Team Early intervention

Service, etc.). Relevant information will then be passed on to agencies who 'need-to-know' that information when interacting with that child.

### **Business Continuity**

- 1.51 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.
- 1.52 If email is not available, then information will be shared via phone, hand or fax.
- 1.53 All information will be recorded centrally in the MASH on the ICS, with appropriate permission restrictions put in place. However, other agencies can and are encouraged to keep local records so that their organisation is aware of how its information is being used.

### **9.1.1 Capture**

- 1.54 All parties will implement the necessary privacy notices and obtain appropriate consent from data subjects at the point at which personal data is captured, in order to adhere to the DPA principle of 'fairly and lawfully' processing data. These notices will inform the data subject that the information will be shared with the parties under this agreement and the purposes for which it will be shared.
- 1.55 In circumstances where a data subject whose data has previously been shared between partners withdraws their consent, the party that has been informed by the subject will communicate this to the other partners. In each case those partners that no longer have consent to access this information will be responsible for securely disposing of such information.

### **Security management**

- 1.56 It is the responsibility as signatories to this Agreement that parties ensure that they have appropriate technical and organisational security measures in place to guard against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

London Borough of Barnet works towards ISO 27001, the International Standard for Information Security Management. There is an expectation that partner organisations will either be working towards the same or a similar standard of security.

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

### **Secure sharing of information**

- 1.58 Information will be sent and received electronically to ensure that 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 any information must be done via secure email, meaning only to and from email addresses with .pnn,

.gcsx, .cjsm, .gsi and nsh.net will be used. Email is not generally a secure method of transferring patient data and patient data should not be transferred via email except via the following approved, secure methods.

- 1.59 Any transfers of personal data or personal identifiable data (PID) must be appropriately packaged and securely transferred, to mitigate any loss or unlawful disclosure of data.

### **Access management**

- 1.60 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.
- 1.61 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.
- 1.62 For all staff employed through partner organisations, LBB ID passes are worn at all times in Authority facilities in order to ensure access to the premises is legitimate and any person without ID can be challenged regarding their authority.
- 1.63 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.
- 1.64 Signatories to this agreement may be granted access to the Authority's systems. This will be determined on a case by case basis by the Authority, with the Authority keeping details of the organisation's name and contact details, the type of information the organisation has access to, the method of access and a starters and leavers protocol.

### **Data retention and disposal**

- 1.65 Partners must comply with the Authority's policy on data retention and disposal when handling data originating from LBB. For the client group concerned this means securely retaining personal data until required under Records Management Policy after which the data should be securely disposed of.
- 1.66 All data held by partner organisations electronically will be stored in a secure network area with password protected entry and appropriate back-up functionality. The system will be auditable so that it is possible for any auditor



to establish who has accessed the system. All laptops, computers, and any other portable devices will be encrypted.

- 1.67 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.
- 1.68 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.
- 1.69 If data is printed off an electronic system it will be the responsibility of each organisation to safely dispose of paper records by using a cross cut shredder. The printing of paper copies must be kept to a minimum and only removed from site if there is a genuine business need and data can not be accessed in a more secure manner.
- 1.70 Any paper records printed must be kept to a minimum and kept secure at all times whether in the office, home or during transit. Appropriate security methods must be applied and paper records must be stored separately from any computers, laptops, personal belongings or other such valuables.
- 1.71 Storage of Information on Partner's System, the MASH case records will be stored on Barnet Children's Services Wisdom System the MASH team rarely write case notes our info is recorded on either the contact or the information collection forms and these are kept between the contact and referral, they do not go into Wisdom. 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 the MASH. Information can only be accessed via username and password. Partners confirm that permission to access MASH information held electronically by partners will be granted on a strict „need-to-know“ basis once it is contained within partners' electronic systems.
- 1.72 Storage of Papers - It is not the intention of this agreement that information will be produced in a hard format. If information from an electronic system is printed 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' basis. Documentation must not leave your assigned place of work without prior approval by a senior officer and must only be done so if there is a clear business need to remove the documentation. Partners are required to be specific with regard to this policy. There should also be a clear desk policy

were MPS information in particular is only assessed when needed and stored correctly and securely when not in use.

- 1.73 Use of mobile media e.g., USB, DVD & CD - All electronic devices including tablets/laptops must be encrypted. 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.
- 1.74 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 stored on an electronic system is printed, 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.

### **Data breaches**

- 1.75 All partners must have a clear policy and procedure in regards to the reporting and handling of data protection breaches or data loss incidents. Where data loss is in connection with any of the signatories to this agreement this must be reported in the first instance to Authority's Data Protection Officer and a decision made whether the incident is investigated jointly with the partner organisations. All staff will adhere to the protocols/ policies and procedures of the Authority but line managers must inform the respective information governance departments in the partner organisations that an incident has been recorded.
- 1.76 All new staff will be inducted into the locally agreed information sharing governance procedures and training will be provided to all existing staff not already familiar with the agreement
- 1.77 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.
- 1.78 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.
- 1.79 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.

## Complaints process

- 1.80 Partner organisations must ensure they have clear, fair and objective procedures in regards to the handling of complaints. Any complaints raised in relation to the Multi-agency Safeguarding Hub's data sharing, must be managed in the first instance by the Authority and where necessary the lead for complaints will communicate with the other partner organisations. Where there are professional issues/concerns the relevant partner organisation should lead on any investigation in partnership with the Authority.

## Assessment and Review

- 1.81 A review of the information sharing agreement will take place every 12 months after the agreement date of this document, this will assess the success of the agreement and the procedures followed for effective information security management. Changes in legislation and developments in the areas of public sector data sharing will be taken into account if and when they arise.
- 1.82 During the review all elements of the sharing agreement must be addressed and checked for compliance. The aim of the review will be to ensure the scope and purpose are still relevant and the scope has not slipped and the benefits to the data subject are being realised. The review must ensure that the data subjects are still the focus of the sharing arrangement and the arrangement is still benefiting the individuals whose data is being shared.

## Termination of Agreement

- 1.83 Any partner agency can suspend this information sharing agreement if security has been seriously breached. This should be in writing and be evidenced. The agreement will be suspended until the agency in question can demonstrate that they have rectified any issues.
- 1.84 Any suspension will be subject to a Risk Assessment and Resolution meeting, the panel of which will be made up of the signatories of this agreement, or their nominated representative. This meeting must take place within 14 days of any suspension.
- 1.85 Termination of this agreement should be in writing to all other partner agencies giving at least 30 days notice.

- 1.86 Any data received from the terminating agency will be securely destroyed or returned to the originating agency and will be securely destroyed by the originating agency with a sign off.
- 1.87 In the event of termination of this agreement each party may continue to hold information originating from other parties. This information will continue to be handled in line with the originating parties' policies regarding information management.

## Signatures and Contacts

- 1.88 This agreement lays down procedures that provide a secure framework for the sharing of data between signature agencies in accordance with statutory and professional responsibilities. Nevertheless, signatory agencies accept that it is their responsibility to ensure their actions are lawful and to obtain any independent legal advice
- 1.89 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.
- 1.90 As such they undertake to:
  - 1.91 Implement and adhere to the procedures and structures set out in this agreement.
  - 1.92 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.
  - 1.93 Engage in a review of this agreement with partners initially after 6 months from signature then at least annually.
  - 1.94 We the undersigned agree that each agency/organisation that we represent will adopt and adhere to this information sharing agreement:
  - 1.95 We the undersigned agree that the organisation that we represent will adopt and adhere to this information sharing agreement:

Organisation	Role	Name	Signature	Date
London Borough of Barnet				
London Borough of Barnet Family Services				
London Borough of Barnet Education and Skills				
London Borough of Barnet Adult and Communities				
Barnet Homes (part of the Barnet Group)				
Barnet Metropolitan Police Service				
London Fire Brigade				
National Probation Service				
Community Rehabilitation Company				
Royal Free London (NHS Foundation Trust) (Barnet Hospital, Chase Farm Hospital, Royal Free Hospital)				
Barnet Enfield and Haringey Mental Health NHS Trust				
Central London Community Healthcare NHS				
Barnet Clinical Commissioning Group (CCG)				
London Ambulance Service				
Westminster Drug and Alcohol project				
Young People's Drug and Alcohol Service				

Organisation	Role	Name	Signature	Date
<b>Solace Advocacy and Support Service Barnet</b>				

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