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Publication Scheme	Yes
Title	A purpose specific information sharing agreement documenting sharing within the London Borough of Camden
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Summary	An agreement to formalise information sharing arrangements with London Borough of Camden Children's Services, The Metropolitan Police (Camden Borough Command), and Central and North West London NHS Foundation Trust (Camden Provider Services) and London Probation Trust (Camden and Islington Local Delivery Unit) for the purpose of identifying and assessing risks to children's wellbeing and welfare in the borough.
(B)OCU or Unit / Directorate	The Metropolitan Police (Camden Borough)
Responsible officer	Michelle O'Regan
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Generic guidance document:

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Suitable for Publication Scheme	Yes
Purpose	Generic guidance document for use by boroughs engaged in the MASH project
Author	MASH Team - MPS
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Purpose Specific Information Sharing Arrangement

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



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Section 1: Purpose of the London MASH Project Information Sharing Agreement (the “Agreement”)

This Agreement has been developed to:

- Define the specific purposes for which the Partners 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 compliance with responsibilities under the Data Protection Act and agency specific security requirements.
- Describe how this arrangement will be monitored and reviewed. This should be within six (6) months of the Commencement Date.

The Partners to this Agreement will represent the following partner agencies:

- 1. London Borough of Camden (including Supporting People Directorate)**
- 2. Borough Commander London Borough of Camden Metropolitan Police Service**
- 3. Central and North West London NHS Foundation Trust**
- 4. London Probation Trust (Camden and Islington Local Delivery unit)**

(collectively referred to in this document as, ‘the Partners’ and individually referred to as ‘the Partner’ who are signatories to this agreement).

Partners from any new organisations who join the MASH during the Agreement Period subject to the joining provisions set out below at section 6 shall also be included.

Each Partner to this Agreement will designate a senior officer (‘**MASH Lead Officer**’) with responsibility for ensuring the smooth implementation of the Agreement on a daily basis and can advise MASH officers on matters relating to information sharing.

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Agreement Period

This Agreement shall commence on 1st January 2017 (the 'Commencement Date') and expire on 31st December 2017 (the 'Expiry Date') or in accordance with the termination provisions contained herein.

During the Agreement Period the Partners shall carry out the provisions of this Agreement on the following basis:

The Partners shall share information relating to children as set out in this Agreement.

Section 2: Specific purpose for sharing information

The purpose of this MASH information sharing agreement is to assist in identifying and assessing risks to children's wellbeing and welfare in the London Borough of Camden.

In order to make the best safeguarding decisions and to ensure timely, necessary and proportionate interventions, decision makers need full information 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.

As such, 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, confidence and trust to share information, those children who are subject to harm, or likely to be subject to harm can be identified in a timely manner, which will keep children safe from harm and assist Partners 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 children and young people at risk are identified and signposted to the relevant Partner(s) for the delivery and co ordination of harm reduction strategies and interventions.

Children

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

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The Children Act 2004 emphasises the importance of safeguarding children by stating that relevant Partner agencies - which include the police, children's services authorities, NHS bodies and others 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 was rephrased into 'outcomes' in the 2004 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').

In making such arrangements Camden must have regard to the importance of parents and other persons caring for children in improving the well-being of children.

"Children" in terms of the scope of this Act means all children and young people under the age of 19.

Information upon which safeguarding decisions in relation to children and young people are made are held by numerous statutory and non- statutory agencies.

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) 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 Partners 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.

This Agreement does not cover other information sharing arrangements between the Partners that takes place outside of the MASH - these will be covered (where appropriate) by separate information sharing agreements.

Section 3: Legal basis for sharing information and what specifically will be shared

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

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

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

The London Child Protection Procedures and Working Together 2013 should also be viewed as useful guidance in this area.

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Data Protection Act 1998

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

The Partners to this Agreement acknowledge that they are bound by and shall comply with the provisions of the Data Protection Act 1998 (“DPA”).

DPA indemnity

Where one of the Partners (the “Infringing Partner”) commits a breach of statutory duty under the DPA which arises from the use, disclosure or transfer of personal data by the Infringing Partner or its servants or agents in a way which has not been provided for in this Agreement, that Infringing Partner shall be liable for and shall indemnify each of the other Partners against all actions, costs, expenses, claims, proceedings and demands which are brought against the other Partners as a result of the Infringing Partner’s actions.

First Principle

The first data protection principle states that data must be processed lawfully and fairly. A public authority must have some legal power entitling it to share the information.

The nature of the information that will be shared under this Agreement will often fall below a statutory threshold of S.47 (child protection investigation) or even S.17 Children Act 1989 (Child in Need). If they do fall within these sections of the 1989 Act, then these will be the main legal gateway.

However, Sections 10 and 11 of the Children Act 2004 place obligations upon the police, local authorities, NHS bodies and others 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. This piece of legislation gives the statutory power to share information for the purposes of this Agreement.

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 DPA, the Human Rights Act 1998 and the common law duty of confidentiality.

Section 82 of the National Health Service Act 2006 requires NHS bodies and local authorities in exercising their functions to co-operate with one another to secure and advance the health and welfare of people. Under the Crime and Disorder Act 1998 ‘responsible authorities’ (i.e. police, local authorities, fire and rescue authorities, police authorities and primary care trusts) have a statutory duty to work in partnership towards the reduction and prevention of crime.

Section 115 of the Crime and Disorder Act 1998 provides that any person who would not otherwise have the power to disclose information to a relevant authority (or to a person acting on behalf of such an authority) has the power to do so in any case where the disclosure is necessary or expedient for the purposes of any provision of the Act, i.e. for the prevention of crime and disorder. ‘Relevant authorities’ include a chief officer of police, a police force, local authorities, registered social landlords, local probation service, a strategic health authority (and its successors in title), a health authority and a clinical commissioning group. The Crime and Disorder Act 1998 also enables the relevant authorities to share this data between them as responsible authorities. Whilst Section 115 of the Crime and Disorder Act 1998 provides a power to disclose information, it does not impose a duty

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to disclose, thus control over the disclosure of information remains with the agency, which owns the data.

Section 5 of the 2009 statutory guidance to support the Multi-Agency Public Protection Arrangements (MAPPA), covering arrangements for managing sexual and violent offenders, allows for information sharing that is essential for the purposes of public protection.

The above Acts do not permit the wholesale disclosure of information, but do allow for information exchange in furtherance of their objectives. Any exchange of information under these Acts must comply with Data Protection and Human Rights legislation and the common law duty of confidentiality and the Partners are required to take this legislation into account when exchanging information.

Although Section 29 of the DPA does not give a power to disclose information, it does 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 subject to compliance with Schedules 2 and 3 of the DPA.

Under this Agreement, if not disclosing information to the MASH would prejudice the reasons listed above, organisations are then exempt from the usual non-disclosure provisions and may provide the information requested / they wish to proactively share without consent.

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

Children's social care services and Adult Social Care have a joint responsibility under the Care Act 2014 to share information in order to safeguard vulnerable children and adults and to facilitate the "whole family" approach to assessments.

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 the 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, it will undergo an assessment check against criteria (included in Child Abuse Investigation Command Standard Operating Procedures) by the MASH Public Protection Desk (MASH PPD).

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

Information held by the London Borough of Camden and other organisations 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, for example where there is an overriding need to protect a child's welfare, or a serious crime has been committed or by order of the Court

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Consent

Obtaining consent to share personal information with Partners remains a matter of good practice and, in circumstances where it is appropriate and possible, explicit consent (ie: express written consent) should be sought from and freely given by the data subject or the data subject's parent or guardian whichever applies. If written consent cannot be obtained, verbal consent may be accepted. Where verbal consent and not written consent is received, the MASH team shall send written confirmation to the data subject (or the data subject's parent or guardian) providing details of the time and date when verbal consent was obtained so that such consent is recorded.

Consent must be 'informed'. 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 in cases where practitioners have reasonable grounds for believing that asking for consent would be unsafe or inappropriate. For example, if doing so would:

- Place a person (the individual, family member, or a third party) at increased risk of significant harm; or
- Prejudice to the prevention, detection or prosecution of a serious crime; or
- Lead to an unjustified delay in making enquiries about allegations of significant harm to a child

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 i.e court order;
- 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?

Decisions as to whether information shall be shared with or without consent will be taken on a case by case basis. 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. Any decision must be reasonable, necessary and proportionate and ensure that a fair balance is achieved between the public interest and the rights of the data subject.

The MASH processes if followed correctly are relevant in relation to the determination of consent.

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Section 4 (Description of arrangements including security matters).

The RAG ratings are as follows:

- Red cases are urgent child protection cases requiring immediate action in order to protect the child; consent will not be sought as to do so will cause unjustifiable delay and may prejudice the child's welfare or any potential criminal investigation;
- Amber cases are non-urgent child protection cases or child in need cases. For non-urgent child protection cases where the child is not in immediate danger but is at risk of significant harm; consent will be sought by the MASH team unless this will cause unjustifiable delay. For child in need cases consent must be obtained by the referrer prior to the referral to the MASH team.
- Green cases are early intervention cases where the child requires preventative services. These types of cases should be referred to the Early Help services offered within the London Borough of Camden however if referred to MASH or Early Help services consent must be obtained by the referrer prior to referral to the MASH team.

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.

Consent need not be obtained where there is a requirement by law to share information through a statutory duty or court order. In these situations, except where it is not appropriate to inform a person that information is being shared because it is likely to hamper the prevention or investigation of a serious crime or put a child at risk of significant harm, the individual concerned should be informed that the information is being shared, why it is being done and with whom.

In order to further assist practitioners Camden's general guidance on consent is attached as Appendix 3

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 signposted 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 its views in relation to breaching confidentiality. The organisation should seek legal advice if time permits.

All disclosures must be relevant and proportionate to the intended aim of the disclosure.

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Unified privacy

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

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

The London Borough of Camden will publish a Unified Privacy Notice specifically identifying the MASH within it and Partner organisations will all publish a Unified Privacy Notice in their normal manner. The Metropolitan Police Service ("MPS") Unified Privacy Notice published on the external MPS website refers to MPS Standard Operational Procedures (SOP) Publication Scheme and is also displayed within police station front offices and custody suites. It states that personal information will be used for the purposes of 'Policing' and also states that the MPS *may* share this information with a variety of other agencies for the purposes of Policing.

A notice explaining the concept of MASH and how it works in Camden is available on the Council's website at:

[Safeguarding children - Camden Council](#)

Details of this Information Sharing Agreement and most other non-sensitive information sharing agreements will be published in line with the requirements of the Freedom of Information Act 2000, on the MPS Publication Scheme and on The London Borough of Camden's publication scheme. This will also allow members of the public to understand how their personal information may be used by the MPS. This is in addition to the ready availability of the Fair Processing Notices mentioned above.

Section 29 of the DPA allows agencies to share information if complying with the fair processing conditions (i.e. telling individuals how their data will be processed/shared) would be likely to prejudice the purposes of the prevention or detection of crime and/or the apprehension and prosecution of offenders (subject to complying with Schedules 2 and 3 of the DPA). If any staff of the Partners 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 and recorded on a case-by-case basis though.

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, (Children Act 2004) i.e. cooperation to improve the well being of children.

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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.

If possible, and as far as is consistent with the welfare of the child concerned, explicit consent will be obtained by Family Services and Social Work before individual cases are brought to the MASH. In these 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 - 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 the information with Children's Safeguarding and Social Work may engage Article 8, however there will be no contravention provided that an exception within Article 8(2) applies.

The benefits of effective information sharing 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 safety and welfare 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 Partners 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. The need to intervene under section 47 of the Children Act 1989 where a child is at risk of significant harm is also a legitimate aim and major responsibility and the key aim of the MASH.

Proportionate –

The amount and type of information shared will only be the minimum necessary to achieve the aim of this Agreement. Information is always to be considered in terms of its relevance and proportionality in each set of circumstances, but it must always be remembered that the right to life is paramount and an absolute right. Information will only be shared on a "need to know" basis and only with those professionals who will need to act on the information to safeguard and promote the welfare of the child.

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 Partners to this Agreement such as the local NHS and Children's Safeguarding and Social Work also have similar obligations, which are necessary and appropriate in a democratic society.

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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 and section 47 of the Children Act 1989, 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” (ie as mentioned above, Children Act 2004).

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

Second Principle

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

The MPS information exchanged under this Agreement is obtained for policing purposes. Under this arrangement it will not be processed in any manner contradictory to that purpose.

All information from other Partner agencies will only be used within the MASH for the purposes of safeguarding children and reducing harm which is compatible with the reason it was originally collected.

Third Principle

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

Due to the complexity of the MASH, providing a prescriptive list of data fields to be shared is difficult. Appendix 1 sets out in broad terms the types of information to be shared by each Partner.

Any information that is shared into and within the MASH will be decided on a case-by-case basis using the template risk assessment matrix shown at Appendix 2 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.*

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- Age/date of birth of subject and other family members, carers, other persons detailed.
- Ethnic origin of family members.
- Relevant Police information and intelligence
- School and educational information (to include family members where appropriate and relevant)
- GP and health records (to include family members where appropriate and relevant)
- Relevant ASB data
- Relevant data from London Ambulance Service or London Fire Brigade
- Housing and other partnership data relevant to the child and family who may affect the welfare of that child.

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

Fourth Principle

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

All the information supplied will be obtained from Partners' 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 'historic' 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.

Fifth Principle

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

The data will be kept in accordance with partners' file destruction policy and retention schedules. 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 historic information for risk assessment purposes. However, once information is no longer needed, it should be confidentially destroyed.

For the avoidance of doubt, this principle relates to information shared for the purpose of this Agreement and relates to information shared within the MASH and not as to each organisation's retention policy. If the information shared for the purpose of this Agreement is no longer required then it should be confidentially destroyed. If in some cases it may be information which a Partner would normally hold, then it would fall under that organisation's retention policy.

Sixth Principle

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

Partners to this Agreement 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 DPA

Seventh Principle

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

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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 4 of the purpose specific agreement, "Description of arrangements including security matters"

Eighth Principle

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

Under the terms of this Agreement no information will be passed outside of the European Economic Area unless specific requirement exists and the originating organisation makes that decision for a particular reason in relation to the safeguarding of a child or young person with a safeguarding need. If there is indeed a requirement to transfer information abroad then all Partners should ensure that their Notification with the ICO is updated to reflect this. Legal advice shall be obtained in these cases.

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Section 4: Description of arrangements including security matters

Business Processes

Information on how the MASH operates can be found in the MASH operational protocol available on the CSCB website at:

<http://cscb.org.uk/>

Information referred to the MASH team from the Police:

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

Police officers based in the MASH team will review these PACs to see if there is a need to inform Children's Safeguarding and Social Work that the child has come to police attention. They will request the person authorised by the London Borough of Camden to work in the MASH team ("MASH Screening Officer) to carry out a check on the Children's Safeguarding and Social Work database MOSAIC. Where there is, they will forward the PAC straight on to the MASH Screening Officer, who will send it on to the responsible case-worker. Where there is no open case on the child, the police officers will conduct further research about what other relevant information the MPS has relating to the welfare of the child. They will send the initial PAC and subsequent research as is necessary and proportionate via secure email to the MASH Screening Officer.

Information referred to the MASH team from non-police sources:

Information about a child where there are concerns about their welfare may come from a variety of sources and will be referred to the MASH team via a Common Assessment Framework referral. These will be passed to the MASH Screening Officer and dealt with in a similar manner to the police process described above.

Processing information

Upon receiving information, the MASH Screening Officer will create a new case record on MOSAIC and check to see if the family are already known to CSSW and if a social worker is currently allocated to the family. The referral is then passed to the MASH team manager for an initial risk assessment and allocation of a RAG rating.

- Red cases are urgent child protection cases requiring immediate action in order to protect the child; consent will not be sought as to do so will cause unjustifiable delay and may prejudice the child's welfare or any potential criminal investigation;
- Amber cases are non-urgent child protection cases or child in need cases. For non-urgent child protection cases where the child is not in immediate danger but is at risk of significant harm; consent will be sought by the MASH team unless this will cause unjustifiable delay. For child in need cases consent must be obtained by the referrer prior to the referral to the MASH team.

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- Green cases are early intervention cases where the child requires preventative services. These types of cases should be referred to the Early Help services offered within the London Borough of Camden however if referred to MASH or Early Help services consent must be obtained by the referrer prior to referral to the MASH team.

Only cases with a Red or Amber RAG rating will enter the MASH environment and information provided by Partners will be directed to the MASH Lead Officer to decide on the most appropriate response. Cases with a Green RAG rating will be transferred to the appropriate early intervention service by the MASH Lead Officer.

For Red and Amber RAG rated cases, Partner agencies will be asked to provide relevant information as is necessary and proportionate for the MASH about the child and family held on their own agency databases. This information is required so that as full a picture as possible is known about the child, meaning the best and most appropriate and timely assistance can be given to them.

Based on an assessment of all the information gathered, the MASH Lead Officer will decide what the most suitable course of action will be and allocate a final RAG rating. Red and Amber cases will be referred to Children's Safeguarding and Social Work for a child protection service. Green cases will be referred for appropriate early intervention services. On referral, only relevant information will be passed on to these agencies by the MASH Lead Officer and this information will only contain a summary of the information gathered and on a 'need-to-know' basis only. No information from Partner agencies will be passed on in a referral if this is requested by that Partner agency.

Police investigation

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

Confidentiality

Partners should draw up a common agreement relating to confidentiality and setting out the principles governing the sharing of information based on the best interests of the child at risk of abuse or neglect.

The most recent discussion of all aspects of an individual's identifiable information and how this is to be protected is to be found in the report of the Caldicott Committee *Report on the review of patient-identifiable information*. That report recognises that confidential information may need to be disclosed in the best interests of the individual and public and discusses in what circumstances this may be appropriate and what safeguards need to be in place. The principles can be summarised as:

- Information will only be shared on a 'need to know' basis when it is in the best interests of the child;
- Confidentiality must not be confused with secrecy;
- Informed consent should be obtained but, if this is not possible and other children are at risk of abuse or neglect, it may be necessary to override the requirement in circumstances to protect vital interest (necessary only in life and death situations) or where it is likely that not to share the information would jeopardise an investigation and the safeguarding of others.

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- It is inappropriate for agencies to give assurances of absolute confidentiality in cases where there are concerns about abuse, particularly in those situations when other vulnerable people may be at risk.

Principles of confidentiality designed to safeguard and promote the interests of a child should not be confused with those designed to protect the management interests of an organisation. These have a legitimate role but must never be allowed to conflict with the interests of a child. If it appears to an employee or person in a similar role that such confidentiality rules may be operating against the interests of children at risk of abuse or neglect then a duty arises to make full disclosure in the public interest.

In certain circumstances it will be necessary to exchange or disclose personal information which will need to be in accordance with the DPA where this applies.

The Home Office and the Office of the Data Protection Commissioner (formerly Registrar) have issued general guidance on the preparation and use of information sharing protocols.

The Caldicott principles

The Information Governance Review – To Share or Not to Share?

1. Justify the purpose(s). Every proposed use or transfer of personal confidential data within or from an organisation should be clearly defined, scrutinised and documented, with continuing uses regularly reviewed, by an appropriate guardian.
2. Don't use personal confidential data unless it is absolutely necessary. Personal confidential data items should not be included unless it is essential for the specified purpose(s) of that flow.
3. Use the minimum necessary personal confidential data. Where use of personal confidential data is considered to be essential, the inclusion of each individual item of data should be considered and justified so that the minimum amount of personal confidential data is transferred or accessible as is necessary for a given function to be carried out.
4. Access to personal confidential data should be on a strict need-to-know basis. Only those individuals who need access to personal confidential data should have access to it, and they should only have access to the data items that they need to see. This may mean introducing access controls or splitting data flows where one data flow is used for several purposes.
5. Everyone with access to personal confidential data should be aware of their responsibilities. Action should be taken to ensure that all those handling personal confidential data are made fully aware of their responsibilities and obligations to respect individuals' confidentiality.
6. Comply with the law. Every use of personal confidential data must be lawful. Someone in each organisation handling personal confidential data should be responsible for ensuring that the organisation complies with legal requirements.
7. The duty to share information can be as important as the duty to protect confidentiality. Health and social care professionals and other staff should have the confidence to share information in the best interests of children within the framework set out by these principles. They should be supported by the policies of their employers, regulators and professional bodies.

The information to be shared under this Agreement is classified as 'RESTRICTED' under the Government Protective Marking System (GPMS). Vetting is not mandatory to view this grade of information; however staff working within the MASH environment must have a valid enhanced Disclosure and Barring Service check in place that has been taken out in the last 3 years. What is

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required at this 'RESTRICTED' level access is a strict 'need-to-know' attitude towards practice within the MASH and all information and intelligence.

Only the MASH Lead Officer is authorised to share information gathered by the MASH to agencies and services outside of the MASH and only in support of a referral to that agency. It is agreed that the MASH Lead Officer will seek the permission of the agency which provided the information 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 policing purposes, safeguarding and supporting the wellbeing of children or where consent has been obtained?

Rights of data owner and confidential information

MASH is a confidential 'fire walled' environment and access to it should only be by those authorised to work within it for the purpose of information sharing in order to assess referrals and make decisions. Details of those workers who are authorised to work within the MASH can be found in the MASH operational protocol.

Information provided via the MASH must be classed by the organisation providing it as either confidential or non-confidential. Both types of information will be revealed within the hub to the MASH Lead Officer so that they can see the full information upon which to make an informed decision. Only the data owner and the MASH Lead Officer should be able to see information provided for the purpose of supporting assessment decisions.

The MASH operates under a core principle that any organisation revealing confidential and non confidential information within the MASH for the purposes of RAG ratings and risk assessment will **always** retain the duty of care over the data and remain the data owner.

In practice this means the organisation owning the information or data owner has the right to decide **not** to allow information to leave the MASH after assessment if they believe it to be of a confidential nature and are not prepared to have it shared openly. The MASH Lead Officer is responsible for obtaining consent of families to information sharing and for referral on to other services and details of any decisions relating to this must be clearly recorded on the MASH record on MOSAIC.

Should information be held back within the MASH at the request of a data owner the fact of this must be clearly signposted on any document leaving the MASH in order that operational staff become aware at the earliest opportunity that it exists and who/where they can approach to discuss it further. The MASH Lead Officer should make operational staff aware of any information that has been held back and provide details of the Partner agency to be contacted when he/she is discussing the referral with the service prior to referral. The information can then be discussed in confidence between the data owner and operational staff on a clear 'need to know' basis.

Requests for data from MASH records

Should information be requested from MASH records by way of any judicial process the original data owner must be advised and requested to provide consent on whether or not those records should be disclosed and to manage any specific process required to protect confidential information and the sources of that information. Legal advice should be sought at the earliest opportunity.

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Business Continuity

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

Information should be passed on only by secure email. If email is not available, information should be shared by telephone call between named officers and to designated telephone numbers only.

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

Compliance

All Partners 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.

Bribery, Corruption and Gratuities

The Partners shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with their own Ethics, Anti-bribery and Anti-corruption Policies (in each case as the Partners may update them from time to time) (**Relevant Policies**).
- (d) have and shall maintain in place throughout the term of this Agreement their own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and will enforce them where appropriate;

Any Partner shall be immediately entitled to terminate the Agreement or any part of it if in relation to this Agreement:

- (e) the other Partners, or any of its personnel (whether with or without that Partner's knowledge) shall have offered, or given, or agreed to give, to any person, any gift, or consideration, inducement or reward of any kind, for doing or not doing any action (except in accordance with a permitted and lawful subcontract); or
- (f) any Partner or any of its personnel shall have:-

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- (i) committed any offence under the Prevention of Corruption Acts 1889 to 1916 and/or the Bribery Act 2010; or
- (ii) given any fee or reward, the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.

Human Rights Act 1998

The Partners acknowledge that they are public authorities for the purpose of the Human Rights Act 1998, and shall therefore act compatibly with the Convention rights set out in that Act, in all aspects of the performance of this Agreement.

Anti - discrimination

The Partners also acknowledge that they, their personnel, agents, servants, staff, employees comply with the provisions of the Equality Act 2010 together with any applicable anti-discrimination legislation and with their own respective policies as may be amended from time to time.

Sanctions

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

Non-compliance and/or breaches of the security arrangements with regards to police information will be reported to the MPS Camden Borough Command and reviewed in regard to what the result of the breach might be. Serious breaches of the Agreement will be referred to a team comprising the MASH Lead Officers of each Partner ('MASH Steering Group') as part of a resolution process to decide what action to take. Serious breaches will include any breach of the DPA or any action that seriously jeopardises the integrity of the MASH system and the reputation of any Partner agency with regard to their duty of confidentiality to service users.

All Partners are aware that in extreme circumstances, non-compliance with the terms of this Agreement may result in the Agreement being suspended or terminated and the MASH to cease to operate.

Training / awareness

All Partners will hold a copy of this Agreement. It is the responsibility of each Partner to ensure that all individuals likely to come into contact with the data shared under this agreement are trained in the terms of this Agreement and their legal and other responsibilities. The Camden Safeguarding Children Board will provide specialist training on information sharing to the MASH team and to all Partners who refer into the MASH.

Partner's building and perimeter security

Information will be stored in the secure MASH team area that is accessible only by MASH team members.

Movement of information

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

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

Storage of information on partner's system

The MASH case records will be stored on the London Borough of Camden's Children's Safeguarding and Social Work system MOSAIC. However other Partners may be passed information from the MASH case record if approved by the original data owner where appropriate in order to support a referral on to other services, which may also be stored electronically.

All Partners to this Agreement confirm that their security measures on their respective electronic systems that information from Partners may be transferred to are adequate. 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 each Partners' electronic systems.

Storage of papers

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

Disposal of electronic information

Once information contained within emails is transferred to Partner's electronic systems, the emails will be deleted but a note of the information shared will be kept by the Partner agency (who sent that information) of the information provided.

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 Partners. Information will be destroyed in accordance with each Partners' code of practice in handling information and with regards to their responsibilities under the DPA.

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

Disposal of papers

As mentioned previously, it is not the intention of this Agreement that information will be produced in a hard format. If information is printed, it will be the Partners' responsibility to dispose of the information in an appropriate secure and confidential manner (ie shredding, through a 'RESTRICTED' waste system) once it is no longer needed.

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Resolution of differences

In the event of a dispute or disagreement arising between professionals in relation to the operation of the MASH, for example in decision-making on cases, in the first instance the matter should be discussed between the respective line managers. If the differences cannot be resolved at this level within a reasonable timescale, then the matter should be referred to the Children's Safeguarding and Social Work Service Manager with responsibility for MASH. Any disputes involving cases where there is a possible risk to a child should be referred to the Child Protection Coordinator based in the Quality Assurance Unit. Any disagreements or differences should be recorded on the case file, including the views of the other Partners.

Any disputes or disagreements arising from the governance of the MASH should be referred to the MASH Steering Group for discussion and to allow a resolution to be negotiated.

The Partners will use reasonable efforts to negotiate in good faith and settle amicably any dispute that may arise or relate to this Agreement.

If any dispute relating to information sharing cannot be settled amicably through discussions as set out above, the dispute will be referred to Camden's Executive Director of the Supporting People Directorate to take up with the Children's Trust board who will try to resolve the issue

Review

Notwithstanding the duration of this Agreement the arrangements held within this document will be reviewed initially after six (6) months from the Commencement Date of this Agreement to ensure the Agreement remains up-to-date and relevant. The review should consider (without limitation):

- The purpose of this Agreement and whether the objectives/functions set out in this are still being achieved;
- Any changes in legislation or guidance;
- A review of complaints and any breaches

The review shall be led by the MASH Steering group.

This Agreement may also be reviewed immediately if any of the parameters of the Agreement need to be changed or there is a breach by any Partner to this Agreement including but not limited to any breach of their obligations under the Data protection Act 1998.

At any time any changes to this Agreement and/or its Appendices may be made as agreed by all Partners.

Freedom of information requests

The Partners to this Agreement are subject to and shall comply with the provisions of the Freedom of Information Act 2000. 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 on each Partners' websites and in accordance with the publication scheme for each Partner.

Those Partners to this Agreement that are 'public authorities' for the purposes of the Freedom of Information Act 2000 may receive requests for information relating to the information sharing activities under this Agreement (e.g. statistics on the amount of data sharing being undertaken or the

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general nature of the data sharing). It is recognised that public authorities are individually responsible for meeting their obligations under the Freedom of Information Act 2000. Under the Section 45 of the Code of Practice on handling requests for information, good practice is to consult with third parties who have given information which may be disclosed under the Act. The Partners are therefore expected where they receive such requests to ensure that Partners to this Agreement are consulted in a suitable manner of the nature of the request and their intended response. 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. There will be an expectation that personal data requested by third parties will be exempted under section 40 Freedom of Information Act 2000.

Complaints

The Partners shall put in place procedures to address complaints relating to the disclosure of information. Partners must also ensure that service users are provided with information about these Complaint procedures.

In the event of a complaint relating to the disclosure or the use of an individual's personal information that has been supplied/obtained under this Agreement, all Partners will provide co-operation and assistance in order to resolve that complaint.

The Partners will notify the MASH Lead Officer of receipt of any complaints but specifically those which relate to an allegation of a breach of the Data Protection Act 1998 or duty of confidentiality.

Assignment

None of the Partners shall be able to assign the benefit of this Agreement or any part of it without the written consent of all the other Partners to this Agreement.

Section 5: Agreement to abide by this arrangement

The Partners by signing this Agreement accept that the procedures laid down in this document provide a secure framework for the sharing of information between their organisations in a manner compliant with their statutory and professional responsibilities.

As such they undertake to implement and adhere to the procedures and structures set out in this Agreement and in particular (without limitation) to:

- Ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this Agreement.
- Engage in a review of this Agreement with Partners initially after 6 months from the Commencement Date and then at least annually.
- Take the necessary steps to ensure they each have the power (as a matter of administrative law) to carry out any proposed data sharing and that they are not acting in excess of their powers;
- Each comply with the requirements of the relevant legislation (in relation to their own gathering, storing and processing of information held);

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- Ensure that information is shared in accordance with their legal duties under the Data Protection Act 1998, the Human Rights Act 1998, the Freedom of Information Act 2000 and any common law duty of confidentiality owed to a service user;
- Ensure staff recognise the importance of keeping information confidential and seek consent before sharing information unless there are legal grounds to share the information without consent;
- Ensure information supplied via the MASH is used solely for the purposes of safeguarding Children and assessing risk of harm;
- Ensure information supplied to the MASH is relevant, sufficient for the purposes of assessing risk, up to date and accurate;
- Ensure information will only leave the MASH when referring a family on to relevant services and interventions, and that only a summary of the information shared is made available to staff members who need to know and who are aware that the information is highly confidential;
- Ensure information is only shared with third parties with the consent of the Partner providing the information;
- Ensure that information is recorded in line with agreed procedures set out in the MASH operational protocol and sent only via secure email as set out above;
- Ensure records are retained only as long as needed and that records are disposed of in a safe and secure manner;
- Ensure staff operating within the MASH are authorised to do so and have received suitable training and induction relating to information sharing so that they understand their role in the MASH;
- Ensure that staff working within the MASH are suitably supervised by their organisation and that a senior staff member from their organisation is available to provide guidance on information sharing issues, including a “Caldicott Guardian” for health workers;
- ensure that information passed from one Partner to another Partner is kept secure and any breaches of security of information are reported, with each Partner having in place procedures for the investigation of any breaches;
- ensure that they have proper procedures in place for seeking a service user’s explicit and informed consent for disclosure to a third party and that these procedures are followed at all times;

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Liability

Where one of the Partners to this Agreement (the “Infringing Partner”) acts in a manner that is inconsistent with, or that has not been provided for, in this Agreement, that Infringing Partner shall be liable for and shall indemnify each of the other partners against all actions, costs, expenses, claims, proceedings and demands which may be brought against the other partners as a result of its actions.

Jurisdiction

The Partners accept the exclusive jurisdiction of the English Courts and agree this Agreement and matters arising from or connected with it are to be governed and construed according to English Law.

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Section 6: Termination

Any Partner may withdraw from this Agreement upon giving a minimum of three month's written notice to the other Partners to the Agreement. Data which is no longer relevant should be confidentially destroyed or returned to the Partner who supplied it. The withdrawing Partner must continue to comply with the terms of this Agreement in respect of any data that the Partner has obtained through being a signatory to this Agreement.

Following withdrawal from the Agreement by any Partner the MASH Steering Group will meet to ensure the MASH can still operate effectively following the Termination.

Upon termination of this Agreement the other Partners who have not withdrawn from the Agreement shall still be obliged to comply with the provisions of the terms of Agreement and any relevant legislation governing data sharing under it to ensure that the general objectives of the Agreement are not compromised.

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We the undersigned agree that each Partner that we represent will adopt and adhere to this Agreement:

The Partners agree that if a new organisation wishes to become a Partner to this Agreement, the new organisation will be required to obtain the written consent of all the Partners to this Agreement. Upon such consent the new organisation shall complete the fields below and shall provide an original copy or certified copy of the original amended Agreement to all the Partners. Upon execution of this Agreement the new organisation shall be bound by the same obligations and liabilities as the existing Partners to this Agreement.

Partner/GP Practice	Post held	Name	Signature	Date
Metropolitan Police Service, London Borough of Camden				
London Borough of Camden – Children’s Safeguarding and Social Work				
Central and North West London NHS Foundation Trust				
London Probation Trust				
Camden and Islington NHS Foundation Trust				
Camden Clinical Commissioning Group				
Crime Reduction Initiative (CRI)				

APPENDIX 1

Information to be shared within the MASH

Partner	Information to be shared	System/Source	Name of officer authorised to interrogate system on behalf of the MASH	Nature of information (Personal or sensitive information)
London Borough of Camden				
Children’s Safeguarding and Social Work	Previous involvement with the family; services and interventions provided; historical concerns, allegations etc	MOSAIC		Personal and sensitive
Integrated Youth Service	Information about the service’s involvement with the young person, historic and current; details of any current programme, ie:bail supervision or community sentence	YOIS		Personal and sensitive
Housing and Adult Social Care	Details of social care tenancies, details of tenant’s history including rent arrears, reports of domestic violence and anti-social behaviour	Northgate/MOSAIC		Personal and sensitive
Camden Safety Net	Names of service users and relationship to child, details of domestic violence risks present and historically, details of any other known vulnerabilities ie: learning disability			Personal and sensitive
Integrated Early Years Service	Provision of nursery place or supported child-minding place; attendance; presentation; details of any concerns	Synergy		Personal and sensitive

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	held			
Education	Name of school, educational history, exclusions; attendance and truancy	Impulse		Personal
Camden Police	Names of household members and relationship to child; information relating to adults who pose a list; details of offences and criminal history of carers; presence of risk factors, ie: domestic violence;	Police National Computer		Personal and sensitive
Camden and Islington NHS Foundation Trust	Details of service users, family members and carers accessing treatment, mental healthcare information, care plans and risk management plans'	RIO/		Personal and sensitive
Central North West London NHS	Children's health information; information held by GPs; information from hospitals on admissions and outpatient care; information from the London Ambulance Service	RIO/EMIS		Personal and sensitive
Probation	Information on person's posing a risk who are known to the family and have contact with the child; family members subject to MAPPA	Delius Oasys		Personal and sensitive
CRI Camden SMS Services	Details of service users, family members and carers accessing treatment, healthcare information, care plans and risk management plans'	CRIiS		Personal and sensitive

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APPENDIX 2

MASH risk assessment matrix

Information on this record is highly confidential and restricted to use within the MASH only. If agencies are giving information that they do not wish to be shared outside the MASH, this should be specified on the form. Housing and education staff should only complete the relevant information boxes unless they have direct contact with the family, in which case staff should complete all boxes.

Name of worker:

Partner:

Date completed:

Framework i number:

NHS number:

Partner involvement/contact with child and family

Reason for involvement/contact; services provided or actions carried out; dates; level of engagement from parent/carer; any patterns of repeated presentation or service request;

Child's circumstances:

Child's presentation; relationship with main carer; evidence of neglect, abuse, exploitation or trafficking; degree of vulnerability due to age, disability or learning difficulties; living with adults other than parents; emotional difficulties or self-harming behaviour;

Family's circumstances:

Family composition and relationship to child; quality of family relationships; evidence of domestic violence or family dysfunction; quality of housing; state of home; level of income; immigration status;

Parent/carer's circumstances:

Relationship with child; parenting capacity and ability to meet the child's needs; own presenting issues; attitude towards agencies; history of violence or offending;

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Presence of risk factors:

Substance misuse; learning difficulties; mental health issues; domestic violence; criminal activity; presence of people who pose a risk to children;

Information from housing:

Name of landlord; status and stability of tenancy; rent arrears; housing history; reports of domestic violence or anti-social behaviour; information about the child

Information from education:

Name of school; educational history; exclusions; level of attendance and any truancy;

Information not to be shared

Please give details of any information that must not be shared with the family or other agencies

APPENDIX 3

Guidance on Consent

1. Consent

- 1.1. In the past consent has all too often either been assumed or implied. Unfortunately, when something goes wrong it has been very difficult to prove if consent was actually given. It is therefore recommended that the consent sought should be explicit and appropriately recorded.
- 1.2. In order to facilitate the sharing of personal information (without specific statutory grounds) careful consideration should be given to obtaining explicit consent whenever possible, regardless of the person's age.
- 1.3. For consent to be valid it must be:
 - **fully informed** – the individual is aware of what information will be shared, with whom and for what purpose.
 - **specific** – a general consent to share information with “partner organisations” would not be valid. Specific means that individuals are aware of what particular information we will share, who with and for what purpose.
 - **a positive indication by the data subject** – the provision of opt outs on forms would therefore not obtain the consent of an individual.
 - **Freely given** – the individual is not acting under duress from any partner.
- 1.4. The person giving the consent must also have the capacity to understand what they are consenting to.
- 1.5. Consent may be given non-verbally, verbally or in writing. In order to avoid any confusion or misunderstanding at later date, non-verbal or verbal consent should be witnessed where possible and the details of the witness recorded.
- 1.6. To give valid informed consent, the person needs to understand why their information what type of information may be involved and who that information may be shared with.
- 1.7. The person should also be advised of their rights with regard to their information, namely:-

- i) The right to withhold their consent.
 - ii) The right to place restrictions on the use of their information.
 - iii) The right to withdraw their consent at any time.
 - iv) The right to have access to their records.
- 1.8. As well as discussing consent with the person, it is seen as good practice that the person should also be given such information in another required format e.g. different language, Braille.
- 1.9. In general once a person has given consent, that consent may remain valid for an indefinite duration unless the person subsequently withdraws that consent.
- 1.10. If a person makes a voluntary and informed decision to refuse consent for their personal information to be shared, this decision must be respected unless there are sound legal grounds for disclosing without consent
- 1.11. A person, having given their consent, is entitled at any time to subsequently withdraw that consent. Like refusal, their wishes must be respected unless there are sound legal grounds for not doing so.
- 1.12. If a person refuses or withdraws consent, the consequences should be explained to them, but care must be exercised not to place the person under any undue pressure.
- 1.13. New consent may be required where there are to be significant changes to:
- (a) the personal data that will be shared,
 - (b) the purposes for which it will be shared, or
 - (c) the partners involved in the sharing (i.e. the proposed data sharing is not covered by the original fair processing notice).
- ## 2. Capacity to consent
- 2.1. For a person to have capacity to consent, he/she must be able to comprehend and retain the information material to the decision and must be able to weigh this information in the decision making process.

3. Young Persons

- 3.1. Consent of the young person should be obtained on the basis of the Gillick Competency test, namely is the person of sufficient age and understanding to give a valid consent after the issues have been explained to them. It is presumed that a young person over the age of 16 is able to provide consent unless there is evidence to the contrary.
- 3.2. The courts have held that young people (below the age of 16) who have sufficient understanding and intelligence to enable them to understand fully what is involved will also have capacity to consent.
- 3.3. It should be seen as good practice to involve the parent(s) of the young person in the consent process, unless this is against the wishes of the young person.

4. Parental Responsibility

- 4.1. The Children Act 1989 sets out persons who may have parental responsibility, these include:-
 - i) The child's parents if married to each other at the time of conception or birth;
 - ii) The child's mother;
 - iii) The child's father if after 1 December 2003 his name appears on the birth certificate; the father has acquired parental responsibility by a court order; a parental responsibility agreement; or the couple subsequently marry;
 - iv) The child's legally appointed guardian;
 - v) A person in whose favour the court has made a residence order in respect of the child;
 - vi) A local authority designated in a care order in respect of the child;
 - vii) A local authority or other authorised person who holds an emergency protection order in respect of the child. (Note: Foster parents or guardians do not automatically have parental responsibility)
- 4.2. Whilst, under current law, no-one can provide consent on behalf of an adult in order to satisfy the common law requirement, it is generally accepted by the courts that decisions about treatment, the provision of care, and the disclosure of information should be made by those responsible for providing care and that they should be in the best interests of the individual concerned.

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5. Obtaining Consent

- 5.1. In order for consent to be obtained lawfully it is essential that all persons who may be expected to obtain consent for the sharing of personal information receive appropriate training and that under normal circumstances only those employees who have received training and been approved by management should seek consent.

6. Disclosure of Personal Information

- 6.1. The passing of personal information without either statutory power or the consent of the person concerned, places both the organisation and the individual member of staff at risk of litigation.
- 6.2. It is therefore essential that it is clear as to who is authorised to disclose personal information including sensitive personal information and that staff are aware of who this is.

7. Disclosure with consent

- 7.1. Only staff who have been authorised to do so should disclose personal information about an individual service user.
- 7.2. Prior to disclosing personal information about an individual, the authorised member of staff should check the individual's file/record in order to ascertain:-
- a) that consent to disclose has been given, and
 - b) the consent is applicable for the current situation, and
 - c) any restrictions that have been applied.
- 7.3. On the first instance of disclosure with respect to the particular situation, the person making the disclosure should notify the recipient if consent has been given for the disclosure and any specific limitations the individual has placed on their consent.
- 7.4. Disclosure of personal information should be strictly on a need to know basis.
- 7.5. All information disclosed should be accurate and factual. Where opinion is given, this should be made clear to the recipient.

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- 7.6. On disclosing personal information to another partner, a record of that disclosure should be made on the individual's file/record, this should include:
- When the disclosure was made
 - Who made the disclosure
 - Who the disclosure was made to
 - How the disclosure was made
 - What was disclosed
- 7.7. The recipient of information should record:
- The details of the information received
 - Who provided it
 - Any restrictions placed on the information that has been given
- 8. Disclosure without consent**
- 8.1. Disclosure of personal information without consent must be justifiable on statutory grounds, or meet the criterion for claiming an exemption under the Data Protection Act. Without such justification, both the organisation and the member of staff expose themselves to the risk of prosecution and liability to a compensation order under the Data Protection Act or damages for a breach of the Human Rights Act.
- 8.2. There are exceptional circumstances in which a service user's right may be overridden, for example:
- if an individual is believed to be at serious risk of harm, or
 - if there is evidence of serious public harm or risk of harm to others, or
 - if there is evidence of a serious health risk to an individual, or
 - if the non-disclosure would significantly prejudice the prevention, detection or prosecution of a crime.
 - if instructed to do so by a court
- 8.3. There should be a designated person at management level who has the knowledge and authority to take responsibility for making decisions on disclosure without consent. This person should hold sufficient seniority within the agency with influence on policies and procedures. Within health and social care agencies it is expected that this person will normally be the Caldicott Guardian.

- 8.4. If information is disclosed without consent, then full details will be recorded about the information disclosed, the reasons why the decision to disclose was taken, the person who authorised the disclosure and the person(s) to whom it was disclosed.
- 8.5. A record of the disclosure will be made in the service user's case file and the service user must be informed if they have the capacity to understand, or if they do not have the capacity then any person acting on their behalf must be informed. If information is disclosed without consent, there may be some exceptional circumstances (particularly in the context of police investigations or child protection work) where it may not be appropriate to inform the service user of the disclosure of information. This situation could arise where the safety of a child (or possibly sometimes of an adult) would be jeopardized by informing the service user of such disclosure. In many such situations it will not be a case of never informing the service user, but rather delaying informing them until further enquiries have been made. Any decision not to inform, or to delay informing, should be recorded on the service user's case file, clearly stating the reasons for the decision, and the person making that decision.
- 8.6. In deciding whether or not disclosure of information given in confidence is justified it is necessary to weigh the harm that would result from breach of confidence against the harm that might result if you fail to disclose the information.
- 8.7. If disclosure is made without consent, the person making the disclosure must:
- a) Advise the recipient accordingly.
 - b) Record the full details of the disclosure that has been made, including the reason why the decision to disclose was taken (statute or exemption); who made the disclosure and to who it was disclosed to.
- 8.8. The recipient of information that has been disclosed without consent should record:
- a) The details of the information received.
 - b) Who provided it.
 - c) Any restrictions placed on the information that has been given e.g. 'not to be disclosed to the service user'.
 - d) That the information was provided without consent, and the reason(s) why (if known).

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9. Recording Consent

- 9.1. All departments should have in place a means by which an individual, or their guardian/representative, can record their explicit consent to personal information being disclosed and any limitations, if any, they wish to place on that disclosure ('a consent form').
- 9.2. The consent form should indicate the following:-
- a) Details of the organisation and person obtaining consent.
 - b) Details to identify the person whose personal details may/will be shared.
 - c) The purpose for the sharing of the personal information.
 - d) The organisation(s)/agency(ies) with whom the personal information may/will be shared.
 - e) The type of personal information that will be shared.
 - f) Details of any sensitive information that will be shared.
 - g) Any time limit on the use of the consent.
 - h) Any limits on disclosure of personal information, as specified by the individual.
 - i) Details of the supporting information given to the individual.
 - j) Details of the person (guardian/representative) giving consent if appropriate.
- 9.3. The consent form should be securely retained on the individual's file/record and that relevant information is recorded on any electronic systems used in order to ensure that other members of staff are made aware of the consent and any limitations.