



Derby City Multi-Agency Safeguarding Hub (MASH) Operating Framework and Information Sharing Agreement

November 2023

Version Control

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7.	<p>Appendices:</p> <ol style="list-style-type: none"> 1. Derby City MASH information sharing agreement for children and young people 2. General data protection regulation (GDPR) legislation as enacted by the Data Protection Bill 2018 3. Legislation 4. Caldicott Guardians and the Revised Caldicott Principles 5. Information Exchange (S47) Form 6. Derby City Adults MASH ISA 7. Email invitation sent to Designated Safeguarding Lead 8. TOR for DA Triage 	20

1. The core functions of the Derby City MASH

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

1.2. Legislative and Procedural Context:

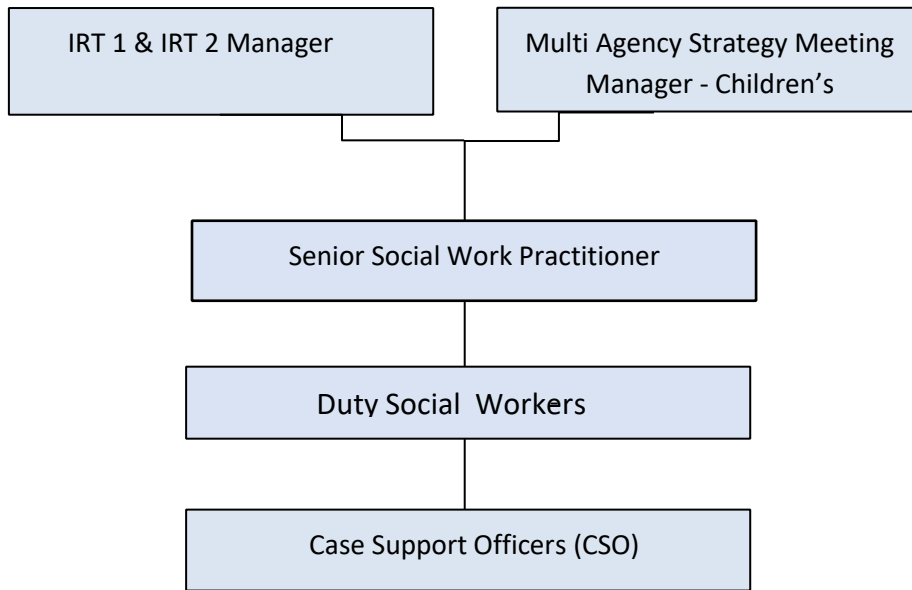
- [Children Act](#) (1989) and [Children Act](#) (2004)
- [Working Together to Safeguard Children](#) (2018)
- [Information Sharing: Advice for Practitioners Providing Safeguarding Services to children, young people, parents and carers](#) (2018)
- [Derby and Derbyshire Safeguarding Children Partnership Procedures Documents Library \(proceduresonline.com\)](#) including Thresholds document, Dispute Resolution and Escalation policy and Information Sharing Agreement and Guidance for Practitioners
- [Domestic Abuse Act 2021 \(legislation.gov.uk\)](#)
- [Care Act](#) (2014) and [Care and Support Statutory Guidance](#)
- Derby and Derbyshire Safeguarding Adult Boards [Safeguarding Adults Policy and Procedures](#) and [Practice Guidance](#) including the decision making tool guidance

1.3. The MASH will bring the following benefits:

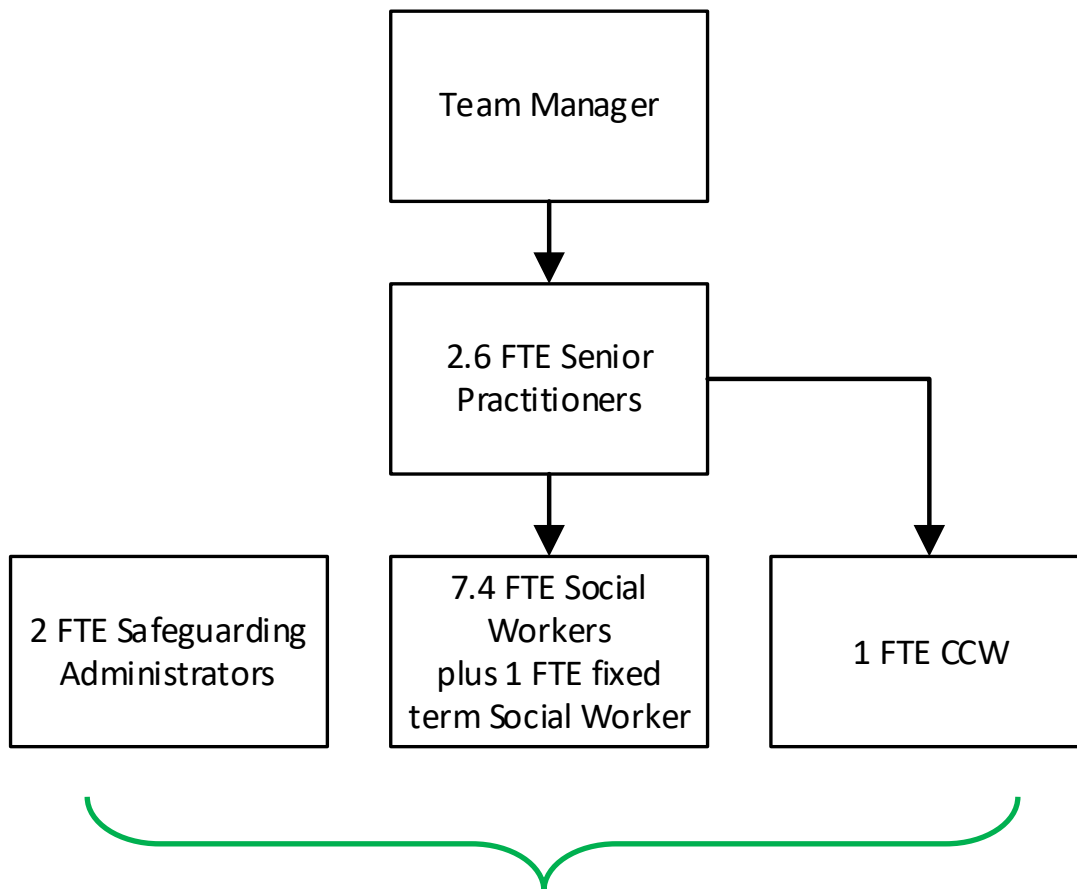
- Faster, more co-ordinated and consistent responses to new safeguarding concerns about vulnerable children, young people and adults.
- Co-located with partner agencies to improve joined up practice.
- An improved 'journey' for the child, young person or adult, with a greater emphasis on early intervention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

2. MASH Team Structure

MASH Team Structure (Children)



MASH Team Structure (Adults)



Both social care teams are co-located alongside

Police	MASH Health	Probation
Safeguarding Coordination Hub 1 Detective Sergeant Administrators	2 full time equivalent DHCFT MASH Health Advisors	1 Probation Officer

- 2.1. In addition, there are virtual MASH arrangements in place with agencies including Derbyshire Fire and Rescue, Derby Homes, DHU Healthcare, University Hospitals of Derby and Burton, Derbyshire Community Health Services and the Department of Work and Pensions.

3. Safeguarding Adults

- 3.1. The Safeguarding Adults Team is the single point of access for all safeguarding adult referrals. Referrals are made by telephone, email, or referral form, and are input into LAS (the Adult Social Care information system) by an administrator. All Safeguarding Adults issues are referred to the Safeguarding Adults Team whether there is an allocated worker involved, or the adult is not known to adult social care at all. Every referral will be considered against the statutory safeguarding criteria (s.42 Care Act 2014).
- 3.2. Under s.42 of the Care Act (2014), where a local authority has reasonable cause to suspect that an adult in their area:
- has care and support needs
 - is experiencing or at risk of abuse or neglect and
 - is unable to protect themselves from the abuse or neglect due to their care and support needs
- 3.3. The local authority must make (or cause to be made) whatever enquiries it thinks necessary to enable it to decide whether any action should be taken in the adult's case, if so what and whom.
- 3.4. All Safeguarding adult enquiries should be governed by the safeguarding principles:
- **Empowerment:** People being supported and encouraged to make their own decisions and informed consent.
 - **Prevention:** It is better to act before harm occurs.
 - **Proportionality:** The least intrusive response appropriate to the risk presented.
 - **Protection:** Support and representation for those in greatest need.
 - **Partnership:** Local solutions through services working with their communities. Communities have a part to play in preventing, detecting, and reporting neglect and abuse.
 - **Accountability:** Accountability and transparency in safeguarding practice.

3.5. Safeguarding means protecting an adult's right to live in safety, free from abuse and neglect. It is about people and organisations working together to prevent and stop both the risks and experience of abuse or neglect, while at the same time making sure the adult's wellbeing is promoted. This includes, where appropriate, having regard to their views, wishes, feelings and beliefs in deciding on any action.

3.6. The aims of adult safeguarding are to:

- Prevent harm and reduce the risk of abuse or neglect to adults with care and support needs
- Stop abuse or neglect wherever possible and address what has caused the abuse or neglect
- Safeguard adults in a way that supports them in making choices and having control about how they want to live
- Promote an approach that concentrates on improving life for the adults concerned
- Raise public awareness so that communities, alongside professionals, play their part in preventing, identifying and responding to abuse and neglect
- Provide information and support in accessible ways to help people understand the different types of abuse, how to stay safe and what to do to raise a concern about the safety or well-being of an adult
- Provide a person-centred approach

3.7. **Initial Screening**

3.7.1. On receipt of the referral, a Senior Practitioner reviews the content and considers the following:

- Whether the statutory safeguarding adult criteria appear to be met
- Assign a RAG rating based on the level of urgency, risk and likelihood of harm to the adult and others
- Decide whether an urgent Initial Enquiry safeguarding meeting is required
- Send notifications to allocated social care workers and relevant teams including commissioning
- Decide whether this enquiry should be delegated to another agency to complete

3.8. **Criteria not met**

3.8.1. Where the criteria do not appear to be met, and there is no clear role for adult social care, the senior practitioner will complete a Criteria Not Met form and close the safeguarding contact as no further action.

3.8.2. Where there is an identified potential role for adult social care, the contact record on LAS is redirected to Derby Direct for a follow up conversation with the adult to provide information, advice, signposting and undertake screening for community led support or additional social care follow up.

A notification is sent to the referrer to advise that the referral has not been accepted as a safeguarding concern.

3.9. Delegation of Enquiries

3.9.1. In some cases, it may be appropriate for the enquiries to be delegated to another agency for completion. In these circumstances, a member of the safeguarding adult team will complete a s.42 form and will delegate the relevant parts of the enquiry to the appropriate agencies for completion, with a timescale for return. On return of the delegated enquiry, the information submitted will be input into the adult social care IT system, to enable the enquiry to be followed up further if needed, or finalised where appropriate.

3.10. Completion of Initial Enquiries by ASC

3.10.1. Following the initial screening by the senior practitioner, in cases where the statutory criteria is met or where it is felt an enquiry is needed even though the criteria is not met, cases are allocated to a safeguarding adult team social worker for follow up. This allocation is based on priority as determined by the initial RAG rating.

3.11. Making Safeguarding Personal

3.11.1. The social worker will contact the adult, under the principles of making safeguarding personal, to ensure that the adult's views and wishes about the safeguarding concerns have been established. Contact will be undertaken in the method that is most appropriate for the adult, and may involve a home visit, telephone call or arranging to meet the adult somewhere appropriate.

3.11.2. The conversation will be strengths-based to support the adult to identify safety measures that are already in place or that can be developed. In addition, the social worker will explore whether there are any mental capacity issues, complete a risk assessment and work through safety planning with the adult. Where the adult does not have mental capacity to make decisions about the safeguarding, or where they would like someone else to support them with the safeguarding concern, the social worker may speak with a representative on behalf of the adult. It may also be necessary to make a referral to an advocacy provider to support the adult with the safeguarding.

3.12. Information Exchange

3.12.1. The social worker will determine which agencies should be contacted for an information exchange. This will be done proportionately, and in most cases, checks will be completed by telephone with agencies in the first instance to establish whether the adult is known to that agency. The information exchange request will be sent formally in writing using the Initial Enquiry Form to the partner agency with a clear timescale for return of relevant information. Information shared should be necessary, proportionate, relevant and appropriate to the nature of the safeguarding concerns and should support safety planning with the adult.

3.13. Alleged sources of risk

3.13.1. As part of the safeguarding adult process, consideration will be given to sources of risk to the adult, and what support can be put in place to reduce harm. This will include:

- Information sharing about the source of risk
- Reporting of crime to the police
- Consideration of transferable risk to other adults or children and young people
- Where applicable, agreeing actions by employers and partner agencies to manage risk

3.14. Think Family

3.14.1. It is imperative that when safeguarding concerns are identified for adults or children, appropriate consideration is given to whether anyone else may be at risk. This could include other children, young people or adults that live in the same property. It may be those who visit the property or have contact with the alleged source of risk in other settings or locations.

3.14.2. Think Family is a principle to assist professionals to consider all the diversity of different family situations, and to consider whether there are additional safeguarding duties that need to be considered. Where it is identified that a child or young person may be at risk, this will be discussed with children's social care colleagues. Where other adults with care and support needs are identified, there will be consideration of duties under the Care Act (2014) by adult social care.

3.15. Safeguarding Adult Meetings

3.15.1. It is not always necessary or proportionate to have a safeguarding meeting, however in cases where there are complexities, or increased risk, a safeguarding meeting will be convened to support planning and information sharing. Throughout the enquiry, the senior practitioner or social worker will review and analyse all information collated to decide whether an Initial Enquiry meeting is needed.

3.15.2. In such circumstances, the adult will be invited to attend the meeting in line with best practice around Making Safeguarding Personal and person-centred practice. Appropriate agencies will be invited to join the meeting. The aims of the meeting will be to share relevant information for the purpose of agreeing a multi-agency safety plan to reduce the risk of harm to the adult.

3.15.3. Following initial enquiries being commenced, or as a review to the Initial Enquiry meeting, a Next Steps meeting could be convened. The purpose of the Next Steps meeting is to review progress of actions, update on information sharing and review and amend the safety plan as needed. This meeting should include the adult and all relevant agency representatives to support the process.

3.15.4. Verbatim minutes are not produced from these meetings. Key information and actions are noted and shared with attendees.

3.16. **Safety Planning**

3.16.1. The main objective of the safeguarding enquiry is to develop a safety plan with the adult and relevant agencies to help address the safeguarding concerns and reduce the risk of harm. When developing a safety plan, consideration should be given to how the plan will be monitored and reviewed, and what circumstances would trigger a re-referral to safeguarding.

3.17. **Transfer of the Safeguarding Adult Enquiry**

3.17.1. Once the initial enquiry is completed, the safeguarding adult team social worker will determine whether additional follow up is required, beyond the involvement of the Safeguarding Adults Team.

3.17.2. If there is ongoing safeguarding action required or additional follow up on information exchanges, risk assessments and safety planning the safeguarding episode will be transferred to the relevant social work team.

3.18. **Closure of the Safeguarding Enquiry**

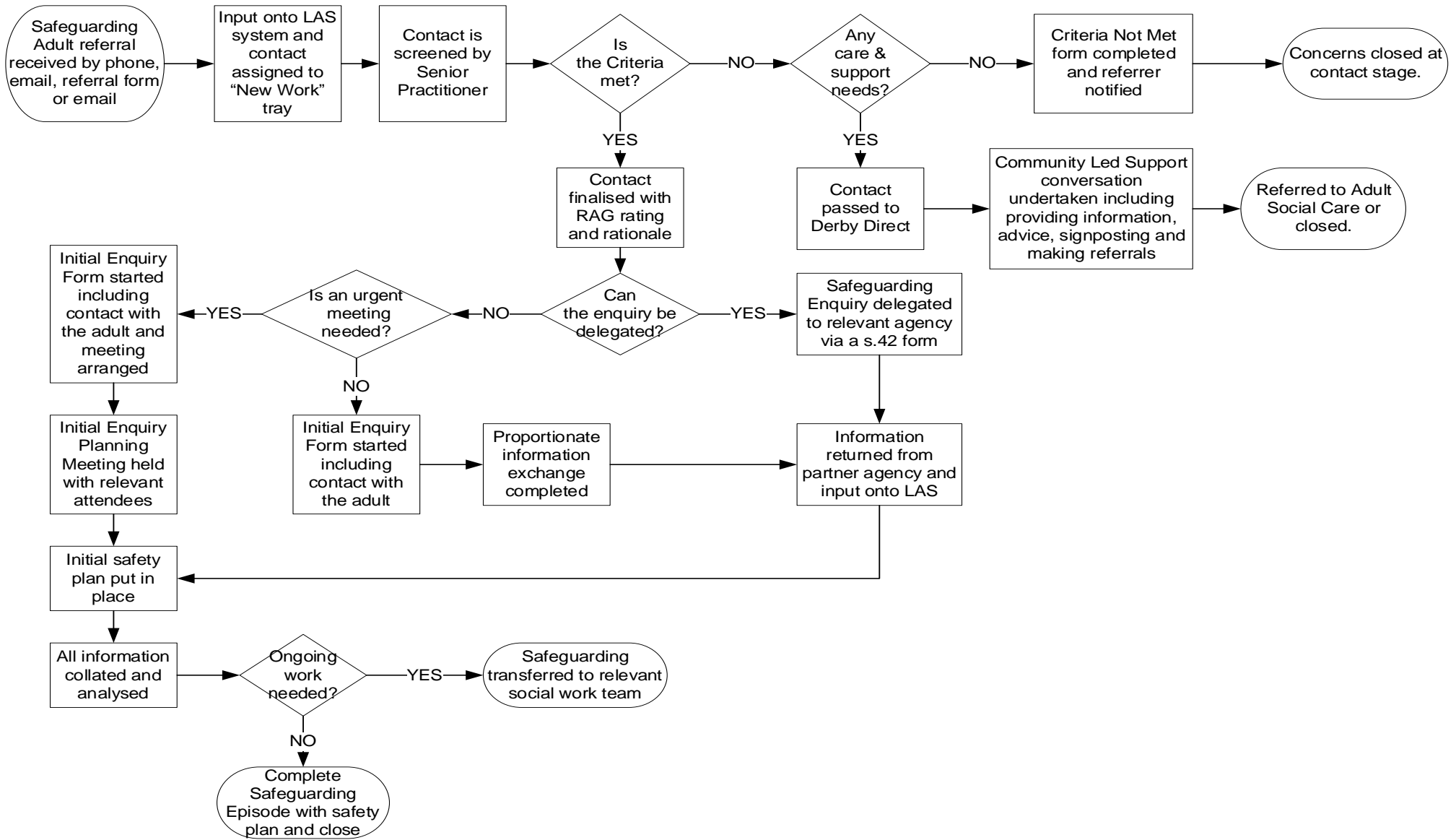
3.18.1. Closure of the safeguarding enquiry can be commenced once the social worker is satisfied that:

- The adult or their representative has been fully involved in the safeguarding enquiry and safety planning
- There has been appropriate and proportionate multi-agency information exchange
- All appropriate action has been taken
- The safety plan is effective and has been communicated appropriately

3.18.2. As part of the closure process, the social worker will seek feedback from the adult or their representative about whether they have felt their outcomes were identified and have been achieved, and whether they have felt listened to, and feel safer.

3.18.3. The referrer will also be updated as to the outcome of the safeguarding enquiry.

Safeguarding Adults Process Map

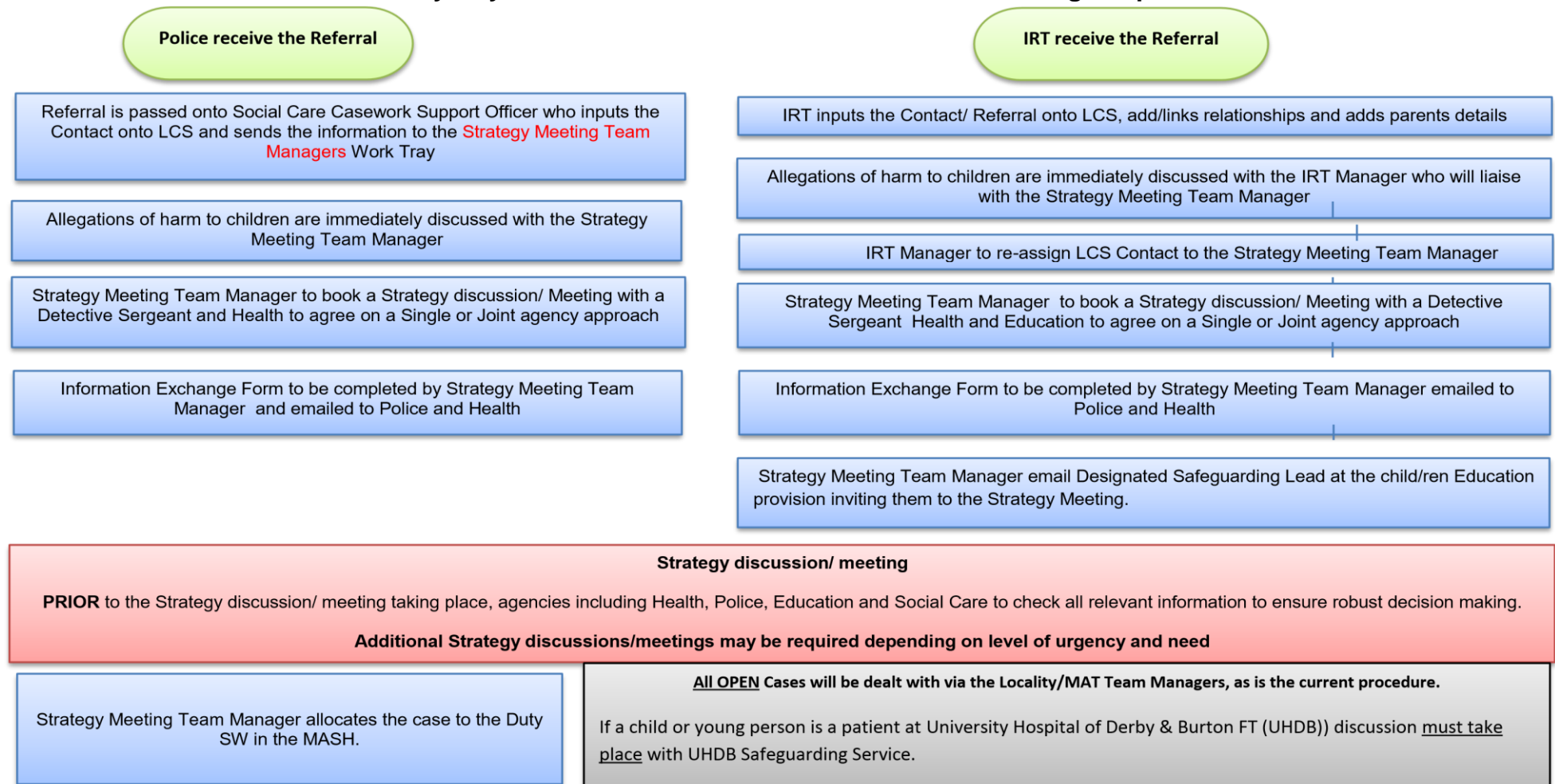


4. Safeguarding Children and Young People processes and arrangements

4.1. Section 47 Process (S47) and flowchart

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

Derby City Council MASH Process for Children and Young People



4.2. Children's Multi-Agency Safeguarding Hub

4.2.1. The Children's Multi-Agency Safeguarding Hub is based within the Reception Service, it includes MASH (strategy meeting manager) and IRT manager and a Domestic Abuse Manager and one Senior Practitioner responsible for screening all standard domestic abuse notifications, working with the Domestic Abuse Team Manager with chairing DA Triage, the Senior Practitioner is also Social Care's representative at MARAC and Drive. The **three** social care Team Managers based in the Safeguarding Hub, have rotational responsibility for:

- All contacts and referrals on cases not open to Children's Social Care – **Initial Response Team Manager**
- All cases where there are allegations that a child is suffering significant harm and a multi-agency response is required and the child is not already open to social care - **Multi Agency Strategy Meeting Manager**
- All Domestic Abuse notifications on cases not currently open to social care within the city where there are children living in the family environment – **IRT 2 Manager**, who also supported the IRT Manager and **Senior Practitioner**.

4.2.2. The Reception Service also has **three Assessment Teams** who undertake investigations when children may be at risk of significant harm and complete **Single Assessments** when it is felt that children require further support from professionals.

4.2.3. All non S47 referrals will continue to be dealt with by the Initial Response Team (IRT) which includes two Social Workers and 11 Child Practitioners, two Strengthening Families Child Practitioners and one Early Help Advisor.

4.2.4. Police personnel from the Safeguarding Co-ordination Hub will consist of two Detective Sergeants, one supervisor and civilian research staff.

4.2.5. Two full time equivalent MASH Health Advisors are based within the MASH. The Health Professionals will liaise with a range of relevant health providers e.g. General Practitioners.

4.3. Probation Service

4.3.1. The Probation Service co-locate a Probation Service Officer (PSO) in the MASH; they will bring with them access to the Probation Service case management system (NDelius) and Probation Service risk assessments (OASys), and they will also have access to Liquid Logic. The main aim of the role is for the PSO to aid the timely provision of information from Children's Social Care to Probation staff to allow the formation of accurate risk assessments and risk management plans and create a link for Children's Services staff to access Probation staff with greater ease. In addition, the PSO will provide wider MASH partners with information from Probation systems. It is also anticipated that the PSO will contribute to a greater mutual understanding of each agency's perspectives when discussing child safeguarding matters.

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

- 4.3.3. The Strategy Meeting Manager will book a strategy meeting with MASH colleagues from Police, Health and other bodies such as the referring agency, school or nursery¹. The Strategy Meeting Manager will email the Designated Safeguarding Lead at the child/ren Education provision, inviting them to the strategy discussion. **(Appendix 7)**. There will be a clear process within the MASH of timeslots that are available for strategy meetings to take place. All agencies will be expected to provide information for the strategy discussion/ meeting to aid the decision-making process. It is essential that all agencies have clear agreements in place regarding information sharing principles/processes. The Multi Agency Strategy Meeting Manager will chair the meeting and ensure minutes are taken and circulated to all agencies in attendance. The Detective Sergeant, Social Worker, Education Representative and Health Professional who are involved in the discussion /meeting will take away and address immediate actions.
- 4.3.4. **NB: Where the child or young person is a patient at University Hospital of Derby & Burton (UHDBFT) and there are safeguarding concerns the strategy discussion must involve the safeguarding children professionals at UHDBFT and a strategy meeting must be held at the hospital prior to discharge with the relevant Health Professionals, Police and Social Care in attendance.**
- 4.3.5. Following the strategy discussion/ meeting the Multi Agency Strategy Meeting Manager will discuss with Duty Assessment Team Manager to update and reassign the LCS case; this will enable the Assessment Team Manager to have a verbal update, the written minutes and agreed actions promptly. Following the initial actions agreed at the strategy discussion/ meeting the Social Worker will feedback to the Strategy Meeting Manager, who will in 1 working day hand over the case to the Assessment Team Manager.
- 4.3.6. It is likely that there may be urgent cases which cannot wait for an allocated strategy meeting time slot and a strategy discussion will need to take place. These discussions will nonetheless still need to be documented on the Child's file by the Multi Agency Strategy Meeting Manager and circulated to all agencies.
- 4.3.7. For cases **already open** to Social Care the responsibility for arranging strategy discussions / meetings will remain with the Locality Team Manager. The Police and Health will be required to liaise directly with the Locality Manager.
- 4.3.8. The Locality Team Manager is required to contact DHCFT Safeguarding Children Service dmh-tr.safeguardingchildrenunit@nhs.net requesting that the Named Nurse provides the relevant information and contributes to the strategy discussion / meeting. The Multi Agency Strategy Meeting Manager will have no role in these discussions/ meetings other than to signpost agencies to the relevant Locality Team and Manager.
- 4.3.9. It is every professional's responsibility to 'problem solve'. Communication is extremely important and is the key to resolving professional misunderstandings or disagreements. The aim must be to resolve a difference of opinion at the earliest possible stage, as swiftly as possible, always keeping in mind that the child or young person's safety and welfare is paramount.

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

- 4.3.10. Multi-agency working to keep children safe is often complex and means that from time to time the judgement of staff from different professional backgrounds may differ, causing potential conflict.
- 4.3.11. A Bimonthly Operational Managers Meeting will take place in the MASH. This will be attended by Social Care Adults and Children, Deputy Head of Service and Multi Agency Strategy Meeting Manager, Health Advisors and the Police to look at any cross-cutting issues within the MASH.
- 4.3.12. If operational issues or concerns cannot be resolved by the MASH Team or Operational Senior Managers, then this needs to be escalated to the relevant partner agency Head of Service/Strategic Lead for resolution and such matters will be raised at the MASH Strategic Board where necessary.
- 4.3.13. All agencies involved in the MASH are aware of the Derby and Derbyshire Safeguarding Children Partnership, Resolving Multi Agency Professional Disagreements and Escalation Policy and Process. [DDSCP](#)

5. Multiagency response to domestic abuse where Children and Young people are involved

- 5.1. The IRT 2 Manager along with the Senior Practitioner based in the MASH have responsibility for overseeing the response agreed for all new domestic abuse referrals into the organisation on cases not currently open. The multi-agency response to domestic abuse collectively aims to continually improve information sharing processes in respect of children experiencing domestic abuse and to ensure that information is passed to the most appropriate professional in a timely and efficient manner in order to assist early support and appropriate intervention for children.
- 5.2. **Initial Incident:**
- 5.2.1. The Police attend an incident of domestic abuse. If the incident has been categorised as High risk or is already on the critical register due to previous incidents or concerns, the Police Officers dealing with the incident will be alerted to this before their arrival at the incident. The NPCC (National Police Chief Council) accredited Domestic Abuse Stalking and Honour Based Violence (previously known as DASH but now known as a Public Protection Notice (PNN) risk assessment will be completed. If children are present and are considered at risk of significant harm unless immediate action takes place, the police can remove the children under Police Protection for up to 72 hours. This should only be used in emergency situations and in most cases the children can be safeguarded by the perpetrator removing themselves from the situation or the child and parent staying elsewhere. Involved adults should be informed of the notification to Social Care and other agencies.
- 5.2.2. For all **High-Risk Cases**, notifications are sent to Social Care, Health and Education Welfare, via secure email with 24 hours of the risk being assessed by the Police. Please see the Business Process – Multi-Agency Safeguarding in Domestic Abuse Incidents, for a further breakdown.

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

5.2.5. For all **Standard Risk Cases**, notifications are sent to Social Care, Health and Education Welfare, via secure email. They will be reviewed by Social Care within 7 days of the notification being received.

5.2.6. Please see the Business Process – Multi-Agency Safeguarding in Domestic Abuse Incidents, for a further breakdown.

5.3. **The Domestic Abuse Triage Meeting between Children’s Social Care, Health and Education Welfare**

5.3.1. There are 2 Triage meetings that are held weekly in the MASH, medium domestic abuse referrals are considered at these meetings.

5.3.2. Derby City Domestic Abuse Triage is part of The Multi Agency Safeguarding Hub (MASH) for children in need of additional support and/or protection. Both co-located and virtually located within the MASH, is a partnership of professionals from a range of agencies including the police, health, education and children’s social care. Social Care oversight of Domestic Abuse referrals is coordinated by a Team Manager and a Senior Practitioner. The Triage itself meets twice a week to consider the medium risk Domestic Abuse referrals sent by the Police for cases that are not already open to social care. These are in the form of The CAADA DASH (Safe Lives) risk assessment tool.

5.3.3. Coordinated Action against Domestic Abuse to create a common tool for both police and non-police agencies when identifying and assessing victims of domestic abuse, stalking and harassment and honour-based violence. (CAADA DASH/Safe Lives) .

5.3.4. The professionals work together to share, analyse and make sense of information held on multiple service user IT systems to form a picture of the child’s history, current circumstances, support systems, needs and risks, so that proportionate child focused, and timely decisions can be made to provide the right help at the right time for families to safeguard their welfare, meet their needs and improve their lives.

5.3.5. Standard DA notifications are screened by the Senior practitioner.



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5.4. **Referral Criteria**

5.4.1. All High-risk DA cases will be referred to Social Care, Health and Education Welfare and a strategy meeting will be arranged. Additionally, referrals will be sent if any of the following circumstances apply.

5.5. Critical Register

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

5.6. Stopping Domestic Abuse Together (SDAT)

- 5.6.1. Stopping Domestic Abuse Together (SDAT) is a multi-agency approach to give early notification to all schools and colleges that a statutory school age child or young person has recently been present, witnessed or been involved in a domestic abuse incident.

- 5.6.2. Derbyshire Constabulary will inform the Designated Safeguarding Lead, their deputy and other nominated key safeguarding staff within these establishments. This will afford them the opportunity of assessing the needs of the child or young person during the school day and, should it be deemed appropriate to do so, to provide early support and where needed take action to safeguard and protect the child.

- 5.6.3. **The Aims of SDAT: See SDAT guidance on DDSCP procedures online, link below.**

- 5.6.4. [Derby and Derbyshire Education Providers Domestic Abuse Notifications - Stopping Domestic Abuse Together \(SDAT\) Guidance](#)

5.7. If the Police are called to a Domestic Abuse Incident, they will:

- Complete a Domestic Abuse Stalking and Harassment form (DASH) to assess risk to the adult victim
- Ascertain if children live in the household and if they were present in the household at the time of the incident or if they are elsewhere
- See the child/ren if they are present in household; this would not necessarily mean speaking to the children, especially if they are asleep
- Take any relevant action to protect a child
- If statutory school age send a separate secure email notification to the child's school via the school 'safeguarding@' or equivalent email address.
- A Police Officer who attends a domestic abuse incident will complete a Domestic Abuse Stalking and Harassment form (DASH) on their mobile data terminal and will always add details of any children who are present at the address, normally present at the address or children of either party involved whether they are present or not. Where an affected child attends a school, the details of that school will also be recorded.

- The completed DASH will be sent via secure email to the school concerned in the form of a Domestic Abuse Notification.

5.8. The role of Derby City Council Children’s Social Care

5.8.1. Derby City Council Children’s Social Care will also receive Domestic Abuse Notifications separately and these will be reviewed for any further action(s) that may be required by Children’s Social Care. Any further action(s) requiring any intervention by a child’s school will be managed by and co-ordinated by Children’s Social Care who will liaise with the school as necessary.

5.9. Information to be shared with schools and colleges

5.9.1. The school will be told that a domestic abuse incident has occurred – no detail will be provided about the risk level of the incident. The information will include:

- The date and time of the incident
- The location of the incident
- The child’s name and date of birth
- The alleged perpetrator of the incident
- The alleged victim of the incident
- If a welfare check on the child was made; this means that the child was seen by the police. If a welfare check was not made this means the child wasn’t seen by the police.

5.9.2. The information obtained by the Police shall be notified to Derby City Council Children’s Social Care by means of secure email correspondence.

5.9.3. Notifications will be sent automatically by secure email when a Police Officer completes the Domestic Abuse, Stalking and Honour Based Violence Risk Assessment form (DASH) on their mobile data terminal and adds details of each child or children affected and their respective school(s).

5.9.4. Where the child is statutory school age each email will be sent to their school and will contain information about contact details for Derby City Council Initial Response Team for when there are safeguarding concerns and a link to the DDSCP [multi-agency safeguarding procedures](#).

5.9.5. The content of all emails sent for the purpose of SDAT disclosures are classified as Official Sensitive under the Government Security Classification scheme and will be subject to the following handling instructions:

5.9.6. *The content of this e-mail is classified as OFFICIAL SENSITIVE under the Government Security Classification and is disclosed by Derbyshire Constabulary for the purposes of “SDAT” only and is to be processed in accordance with the Information Disclosure Agreement for SDAT.*

5.9.7. *The content of this email is only to be further disclosed by secure means to the Safeguarding Lead (Key Adult) at the child’s school.*

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

Children and Young People Professional Consultation Line Process

- 5.10. The Professional consultation Line Service will be available between the hours of **10:00am and 16:00pm** Monday to Friday.
- 5.11. There will be a separate mobile telephone number for the Professional Consultation Line Service. The telephone number is **07812300329**.
- 5.12. The Professional Consultation Line **is not** a referral service.
- 5.13. Professional colleagues are invited to contact the Professional Consultation Line to discuss children, young people and family's circumstances, in order to obtain advice, explore ways of engaging children and families in early help assessments and to discuss whether the threshold for a referral to Social Care or MAT services has been met.
- 5.14. The Professional Consultation Line **does not** replace those services already established such as the Initial Response Team, Health professional's access to Named Nurse advice or members of staff from schools accessing the Child Protection Manager. The Professional consultation Line aims to complement those already established arrangements in place.
- 5.15. Calls to the Professionals Consultation Line which relate to specific children will lead to a contact being created on social care's records. If the concern /issues raised indicate that there is reasonable cause to suspect that a child is suffering, or is likely to suffer, significant harm the Initial Response Team Manager will record the Contact **and advise the caller to contact the Initial Response Team who will take further information. The referrer will be advised to complete the Online Referral Form.**
- 5.16. The referrer will be expected to provide their details including their name, contact address and telephone number for all consultations.
- 5.17. Provision will also be made for professionals to seek advice regarding 'scenario' situations. However, these will not be recorded on LCS.
- 5.18. **MASH Health advisors provide an Advice Line for Health Professionals from DHCFT only (due to access to relevant systems) working with service users living in the city: Monday to Friday, 9am – 5pm. They can be contacted on 01332 640515 if there is no one available then you should contact 'The Safeguarding Unit' on 01332 623700 ext 31537 for a call back from a MASH Health Advisor.**

6. Appendices:

Appendix 1 – Derby City Children’s MASH Information Sharing Agreement

Introduction to information sharing agreement

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

MASH focuses on three key functions:

- 1. Information based risk assessment and decision making** - Identify through the best information available to the safeguarding partnership those children and young people who require support or a necessary and proportionate intervention.
- 2. Harm identification and reduction** - This will be done by identifying vulnerable children and young people experiencing the highest levels of harm and making sure agencies work together to support them with harm reduction strategies and services.
- 3. Co-ordinating partner agencies** - Ensure that the needs of all vulnerable children and young people are identified and signposted to the relevant partner/s for the delivery and co - ordination of harm reduction strategies and interventions.

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

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

Purposes of the information sharing agreement

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

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

The parties to this agreement are brought together in partnership from the statutory sectors and other key agencies. The sharing of information will enable them to work together in

providing the highest level of knowledge and analysis to ensure that their interventions are timely, proportionate and necessary.

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

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

- To identify those children and young people who require safeguarding or a necessary and proportionate intervention.
- To identify victims and potential victims who are likely to experience harm and ensure that partners work together to deliver harm reduction interventions.
- To formally record how the signatories to the agreement will share information about children and young people who have come to the attention of their organisation.

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

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

Information to be shared

- The agreement concerns the following personal and/or sensitive information which needs to be shared for the purposes outlined in section 2.
- "Personal data" which identifies the alleged victim(s) or alleged perpetrator(s) of abuse or neglect e.g. name, date of birth, address
- "Sensitive data" about the alleged victim(s) or alleged perpetrator(s) of abuse or neglect e.g. gender, religion, ethnicity
- Reasons for concerns and details of the alleged concerns e.g. type of abuse, location of abuse, levels of risk or urgency
- Information about the physical and or mental health of the alleged victim(s) or alleged perpetrator(s) e.g. mental capacity, communication needs
- Reports of any medical or social care assessments or examinations undertaken as part of the safeguarding adults procedures e.g. eligibility for community care, psychiatric assessment
- Personal data which identifies professionals involved with the alleged victim(s) or alleged perpetrator(s)
- Personal data which identifies other people who may be at risk e.g. via employment, family, service
- Historical information held in records about the alleged victim(s) or alleged perpetrator(s) that may be relevant to the current safeguarding concern or case review e.g. previous safeguarding adults alert

- Name and contact details of referrer (unless they have stated they wish to remain anonymous and this anonymity would not have a detrimental impact upon the safeguarding adults process)
- Name of employer or organisation if the concern relates to a paid worker or volunteer of a service provider
- The agreement also concerns aggregated data (e.g. statistics) which may be shared. In these situations, anonymised information should be used

Basis for information sharing – legislative context

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

The processing of information will satisfy:

- The Data Protection Act 2018 which enacts the General Data Protection Regulation 2016 into EU law as the “applied GDPR”. Post the UK leaving the EU this is now referred to as UK GDPR.
- Article (6) (1) General Data Protection Regulation (GDPR) 2016 See Appendix A
- Article 9 (2) General Data Protection Regulation 2016 See Appendix A
- The Human Rights Act 1998
- The Common law duty of care
- The Common law duty of Confidentiality
- Derby and Derbyshire Safeguarding Children’s Procedures
- The Equalities Act 2010.
- The Freedom of Information Act 2000
- The Protection of Freedoms Act 2012
- The Mental Capacity Act 2005
- Criminal Procedures and Investigations Act 1996

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

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

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

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

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

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

The processing is necessary:

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

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

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

Common law duty of care

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

Common law duty of Confidentiality

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

Consent

When sharing information consideration must be given to whether it is reasonable to gain the full consent of the Data Subject². This may only be relevant in certain situations and cases, and consent could be withdrawn at any time.

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

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

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

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

seek consent the rationale for doing so should be clearly recorded to ensure future challenge can be responded to.

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

If consent is required and is refused, under this agreement, if not disclosing information to the MASH would prejudice the welfare of the child or vulnerable adult, partners may provide the information requested or may wish to proactively share. This would be decided on a case-by-case basis. **Decisions made to share or to not share information needs to be recorded.**

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

Confidentiality

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

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

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

Children Acts 1989/2004

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

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

Human Rights Act 1998

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

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

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

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

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

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

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

Processing of Information

Referrals will be made in line with Derby City Council referral pathways to Children's Social Care Initial Response team. The initial screening will be undertaken by the Initial Response Worker unless the initial referral is made directly to the Police and is discussed with the Multi Agency Strategy Meeting Manager. The outcome of the screening may be as follows;

- Universal
- Emerging needs
- Intensive
- Specialist

Where it is difficult to ascertain whether the case progression is via S17 or S47 the referral will be progressed to the Initial Response Manager and Multi Agency Strategy Meeting Manager for a threshold discussion to decide the correct pathway.

- Enquiries will be made by the MASH to those parties to this agreement who may hold relevant information. This will be done securely using secure e-mail.
- A request for information form will be sent by the MASH Social Care Worker to both Police and Health to formally request and gather information for the purpose of a Section 47 investigation. It is essential that all sections are completed.
- The Parties agree to respond to all requests by the MASH as quickly as possible and to supply information which they consider to be relevant and proportionate to the enquiry. This information will be used by the decision Strategy Meeting Manager and in agreement with Health and Police who will decide whether the subject is at risk of harm or neglect and what further action needs to be taken.
- The parties agree that, due to the high sensitivity of the information contained within communications from the MASH, letters, emails and other correspondence must be kept securely and only accessible by persons within the organisation on a strict 'need to know' basis. Partner organisations will record the MASH decision and the rationale for the decision on case management systems. Minutes and agreed plan of action from the strategy discussion or meeting will be distributed and filed in the electronic record.
- Parties agree not to use or disclose information that they have received from the MASH to the individual, their family or any other person without permission from the MASH (this is to ensure that a child, young person or someone else is not put at increased risk of danger and any potential criminal investigations are not prejudiced).

Information quality and relevance

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

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

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

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

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

Limited use and retention of the information

The 'sensitive' and 'non sensitive' information collected on the MASH Enquiry Form will only be used by the MASH for the purposes of establishing whether a child or young person is suffering or is at risk of suffering harm and whether any serious criminal offences have been committed. Personal data will only be shared outside the MASH, in accordance with this agreement and in compliance with the UK GDPR 2018.

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

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

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

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

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

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

Terms of use of the information

Information will be shared on a need-to-know basis only.

Any sharing of personal information must comply with the fair processing conditions outlined in the UK General Data Protection Regulation 2018 (GDPR) and any supporting data protection legislation. Consequently:

- Information shall only be obtained for the purposes detailed in section 2
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation')
- accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay
- ('accuracy')
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject
- ('storage limitation')
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')
- For retention and destruction please see section 8 below

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

Caldicott Principles will also apply to the processing of the information (see Appendix B):

- Where it is reasonably determined that further information is necessary to fulfil statutory duties and/or other requirements this Agreement will be reviewed in full or in part as appropriate
- Whenever possible data shared, should be anonymised, unless requested at personal level
- Information on children, young people and adults will be shared with industry standard security

- All parties will store “person identifiable” data shared between both partners on secure systems which can only be accessed by a restricted number of appropriate staff with appropriate security safeguards
- All parties will use the data supplied for the purposes stated and will not pass such data to third party organisations outside the remit of specified partners in agreement without prior written consent
- It is also prohibited under this agreement for sub-processors to be used without the prior consent of the Data Controller
- All parties will comply with their obligations under the Freedom of Information Act 2000 and may consult with the other party if necessary if requests relate to information shared but will remain responsible for responding to the request.

Each partner will keep appropriate records of the sources of information, including person making referral, organisation and contact number.

No secondary use or other use may be made unless the consent of the disclosing partner to that secondary use is sought and granted.

Data retention review and disposal

- Each partner to this agreement will ensure that they have in place policies and procedures governing:
- The secure storage of all personal information within their manual and electronic storage systems
- Electronic copies of information should only be held on encrypted devices or servers and should not be transferred to portable devices unless such devices are fully encrypted and their use is necessary for the provision of services under this agreement
- The retention of information held in manual and electronic systems
- Information processed under this agreement will only be retained for a minimum period as necessary in relation to the purpose for which it has been provided and then securely destroyed when that period comes to an end
- The secure disposal of electronic and manually held information
- Each agency will ensure that personal and personal sensitive information is securely removed from their systems and that printed documentation is securely destroyed at the end of its retention period
- Electronic information should be securely destroyed by the physical destruction of the storage media or by the use of electronic shredding software that meets government standards or ISO 27001 to ensure permanent deletion
- Hard copy information should be destroyed by cross-cut shredding and secure recycling of the paper waste
- Must destroy all personal data when no longer required for the purpose for which it was provided in accordance with their own secure destruction policy
- Information will be retained for a period not exceeding 5 years after the death of the adult with care and support needs, either for legal or operational reasons

Access and Security

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

Information and Data Quality Information

Each partner must recognise the importance of decision making based on information derived from robust systems and processes. All processes will be designed to support good quality data.

Information shared must be fit for purpose, which means that it must be adequate, relevant and not contain excessive detail which is beyond that required for the agreed purpose. Information discovered to be inaccurate, out-of-date or inadequate for the purposes detailed in section 2 should be notified to the Data Controller – the original partner who has provided the information – who will be responsible for correcting the data and notifying all other recipients of the information who must make sure the correction is made.

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

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

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

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

General Operational Guidance/process

All partners to this agreement acknowledge and agree that the Information held will be processed fairly and lawfully in accordance with the principles of the Data Protection Act

and from the 25th May 2018 the equivalent conditions under the UK General Data Protection Regulation 2018 (GDPR) and any supporting data protection legislation.

The partners to this agreement are members of the Derby and Derbyshire Safeguarding

Children Partnership Board. The Derby and Derbyshire Safeguarding Children Partnership Board Procedures contain specific guidance on recording, confidentiality and information sharing at sections 16 and 36.

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

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

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

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

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

Data Protection Impact Assessment

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

Rights of the data subject Right to be forgotten/to withdraw consent

- Under the UK GDPR Regulations the data subject will have the right to withdraw and revoke their consent at any time. The data subject/s therefore has a right to request that their data be removed or deleted in certain circumstances, namely if one of the following conditions are met: The personal data is no longer necessary or relevant in relation to the purpose for which it was original collected
- The individual specifically withdraws consent to processing (and if there is no other justification or legitimate interest for continued processing)

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

The data must be erased in order for a controller to comply with legal obligations (for example, the deletion of certain data after a set period of time).

However, the data controller must also balance any request against the public interest. They must take into account the exceptions to the right of erasure and make a decision whether to comply with the request.

If the right is successfully engaged the data controller will confirm in writing and ensure that the data is deleted within one month of the request. The data processors will comply with any instructions to delete personal data in such circumstances.

Right to have data transferred

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

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

Liability and Indemnity

The UK GDPR came into force on 25 May 2018. Under UK GDPR, Data Subjects will be able to take action against both [Data] Controllers and [Data] Processors and potentially claim damages where they have suffered material or immaterial damage as a result of an infringement of obligations under the UK GDPR ("Compensation"). Under the UK GDPR the Information Commissioner's Office can also fine a Processor or a Controller in relation to any breaches of the UK GDPR.

Each signatory partner to this Agreement will undertake to indemnify the others against any legal action arising from any breach of this Agreement by any person working for or on behalf of its own organisation.

In the event that the Data Controller or the Data Processor (for the purposes of this clause: "Party A") is ordered by a Court/Tribunal to pay Compensation to a Data Subject or is required to pay a fine by the Information Commissioner's Office, to the extent that such Compensation has arisen as a result of the act, negligence, omission or default of the other party ("Party B"), Party B shall indemnify Party A in respect of that element of the Compensation.

Management of the Agreement

The agreement will be reviewed biennial and monitored by the Derby and Derbyshire Safeguarding Children Partnership Board unless new or revised legislation or national guidance necessitates an earlier review.

Complaints will be dealt with in a sensitive manner and recorded to enable the review and monitoring processes to be ethical. All complaints relevant to the sharing under this agreement will be dealt with under the Derby City Council Complaints Policy.

Requests for information under the UK GDPR and Freedom of Information Act 2000 will be dealt with by the designated Data Protection Manager of the relevant partner agency in accordance with their own policy and procedures.

Where a request for information includes that information provided by a partner organisation, the originating organisation will be informed in accordance with normal protocols. However, each organisation is responsible for their compliance with the Freedom of Information Act 2000.

It is the responsibility of each partner signatory to the agreement to ensure that they have the latest version of this agreement.

All partners to the Agreement acknowledge and agree to comply with this agreement.

Publication of this agreement

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

Agreement Review and Changes

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

Parties to the agreement may ask for changes to be made at any time by submitting a request to the Deputy Head of Service who will circulate the request to the 'Nominated Holders' to co-ordinate responses and where appropriate seek agreement to the requested changes from the key agencies.

Fair Processing obligations for Partner Organisations

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

Implementation of the MASH Information Sharing agreement

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

Legal disclaimer

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

Appendix 2 - UK General data protection regulation (GDPR) legislation as enacted by the Data Protection Bill 2018

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

1. The data subject has given consent to the processing for one or more specific purposes.
2. The processing is necessary-
 - a. for the performance of a contract to which the data subject is a party, or
 - b. in order to take steps at the request of the data subject prior to entering into a contract.
3. The processing is necessary for compliance with a legal obligation to which the controller is subject.
4. The Processing is necessary in order to protect the vital interests of the data subject or of another individual.
5. The processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
6. The processing is necessary for the purposes of the legitimate interests pursued by the data controller or by a third party except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

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

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

2.2.1 Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation shall be prohibited.

2.2.2 Paragraph 2.2.1 shall not apply if one of the following applies:

- a) The data subject has given explicit consent to the processing of those personal data for one or more specified purposes, except where Union or Member State law provide that the prohibition referred to in paragraph 1 may not be lifted by the data subject;
- b) Processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- c) Processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;
- d) Processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on

condition that the processing relates solely to the members or to former members of the body or to persons who have regular contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects.

Appendix 3 - Legislation

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

Human Rights Act 1998	<i>ARTICLE 8 Right to respect for private and family life</i> 1 Everyone has the right to respect for his private and family
	life, his home and his correspondence. 2 There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

Appendix 4 - Caldicott Guardians and the revised Caldicott Principles

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

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

The Caldicott Principles 2020 are:

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

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

Principle 2 – Use confidential information only when it is necessary

Confidential information should not be included unless it is necessary for the specified purpose(s) for which the information is used or accessed. The need to identify individuals should be considered at each stage of satisfying the purpose(s) and alternatives used where possible.

Principle 3 - Use the minimum necessary confidential information

Where use of confidential information is considered to be necessary, each item of information must be justified so that only the minimum amount of confidential information is included as necessary for a given function.

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

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

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

Action should be taken to ensure that all those handling confidential information understand their responsibilities and obligations to respect confidentiality of patient and service users.

Principle 6 - Comply with the law

Every use of confidential information must be lawful. All those handling confidential information are responsible for ensuring that their own use of and access to that information complies with legal requirements set out in statute and under common law.

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

Principle 7 - The duty to share information for individual care is as important as the duty to protect patient confidentiality

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

Principle 8 – Inform patients and service users about how their confidential information is used

A range of steps should be taken to ensure no surprises for patients and service users, so they can have clear expectations about how and why their confidential information is used, and what choices they have about this. These steps will vary depending on the use: as a minimum, this should include providing accessible, relevant and appropriate information - in some cases, greater engagement will be required.

Appendix 5

Information Exchange forms:



S47 Information
Exchange Form.docx

Appendix 6 : Derby City Adults MASH Information Sharing Agreement

All information sharing within the Adult Safeguarding arena of the MASH is covered within the [Derby Safeguarding Adults Board Information Sharing Agreement \(ISA\)](#)

Appendix - 7

Date:

Dear Designated Safeguarding Lead,

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

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

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

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

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

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

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

Many thanks

Strategy Meeting Manager

Appendix 8 - TOR for DA Triage



Domestic Abuse
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