



**Single Point of Access
(SPA) Protocol,
incorporating the
Multi-Agency Safeguarding
Hub (MASH) Protocol**

May 2015

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1. Introduction

Achieving for Children's Single Point of Access (SPA) has been developed as a single gateway or front door for all incoming contacts into children's services in Kingston upon Thames and Richmond upon Thames.

The purpose of the SPA is to ensure that all contacts are dealt with in a timely and consistent manner so that children and their families receive high quality information and, where necessary, support and protection from children's services and other agencies or professionals. The SPA provides a range of services and information to support professionals and local service users, including telephone discussions.

To facilitate appropriate information sharing, the SPA acts as a central information hub to coordinate information from different sources where children are identified as in need of support and protection or where children have additional needs. Effective information sharing between agencies and professionals is critical in making sure that there is a timely and appropriate response to children's needs.

The SPA is led by an experienced social work team manager supported by assistant team managers and a team of SPA Contact and Information Officers. The team is co-located with professionals from other agencies, including the Police, health visiting services, Child and Adolescent Mental Health Services, education welfare services, family support services, Probation Service, Adult Social care and family information services. The SPA team has access to the electronic recording and case management systems used across Achieving for Children including those used by social workers (Liquid Logic), the Early Help service (QES) and the Youth Offending Service (CareWorks). Professionals from other agencies working alongside the SPA also bring access to case management databases in the Police, health services and adult social care. This ensures multi-agency collaboration in order to maximise effective and timely decision making.

2. Key function of the SPA

The Single Point of Access is the front door to all of children's services.

The key function of the SPA is to identify and help children with additional needs and children who are in need of help and protection and to provide a timely and appropriate response. This is achieved by:

- assessing the information provided by the referrer to evaluate the level of risk to the child and the child's family to ensure the child and the family receive the right support and services in a timely manner;
- working in partnership with agencies and professionals to provide coordinated response to referrers and to provide appropriate information, advice and signposting to other support and services.

Applying agreed thresholds for access to services in line with the [LSCB Multi-Agency Threshold Framework](#) and the [Pan-London Child Protection Procedures](#), making a decision on the most appropriate support and services for the child in a timely way:

- ensuring that appropriate cases are considered through the Multi Agency Safeguarding Hub (MASH) process; and
- providing an immediate response when there are unannounced visits to Achieving for Children's reception.

3. Information sharing and confidentiality

In order to achieve effective safeguarding decisions that ensure timely, necessary and proportionate interventions to support children in need of help and protection, decision-makers must have all the available information about a child and his or her history and circumstances. Information that is viewed alone or in silos is unlikely to give a full picture or identify the true risks to the child. Therefore all the relevant information available to agencies needs to be available and accessible in one place.

Information sharing in the SPA and through the MASH process is governed by a purpose-specific Information Sharing Agreement which reflects services' statutory responsibilities in respect of the Children Acts 1989 and 2004 and Working Together to Safeguard Children 2013. It is also compliant with data protection legislation and good information governance principles set out in Achieving for Children's Information Governance Framework. The MASH Information Sharing Agreement is attached to this document as APPENDIX A.

4. Contacting children's services

The SPA receives contacts through a variety of methods - telephone, fax, email, letter and an online referral form. These contacts are made by professionals, members of the public and service users.

A contact is the initial request for a service, advice or information. In Achieving for Children, the SPA processes all these initial contacts. Contacts from professionals must be made using the online referral form; however, where there are immediate child protection concerns, referrals must be made by telephone and followed up in writing as soon as possible using online referral form. If the referrer is unsure of the action to take where they have concerns, they should contact the SPA for a professional discussion.

All contacts in relation to a children living in Kingston and Richmond are screened for safeguarding concerns and recorded on the Integrated Children's System (ICS). The ICS is called Liquid Logic and is the electronic recording system for children's social care services. Not all information received by the SPA will be relevant and need to be recorded on the child's electronic file. The SPA Contact and Information Officer handling the contact is expected to consult with the social worker or their Assistant Team Manager or Team Manager to ascertain if the recording is relevant to be uploaded to the child's electronic file.

The SPA receives contacts about children in relation to:

- New enquiries, contacts and referrals
- Closed cases
- Open cases

The SPA also receives requests of information from agencies and professionals:

- Child and Family Court Advisory and Support Service (CAFCASS)
- Probation Service
- HM Court Service
- Housing departments
- Other local authorities

The SPA also records information on:

- Notifications about children missing from home, care and education
- Children at risk of sexual exploitation
- Adults who are a known risk to children (MAPPa)
- Children living with domestic violence (MARAC)

These requests are screened by the SPA Team Manager or Assistant Team Manager to ensure safeguarding concerns are addressed, prior to tasking a SPA Contact and Information Officer to complete the required tasks. The SOPA management team will also ensure that tasks are quality assured once they have been completed.

5. SPA process

- Anyone can contact the SPA if they are seeking additional support for a family or child, or they think that the local authority, through Achieving for Children, can assist or support them in a difficult phase of their life.
- Anyone can contact the SPA if they are worried about a child or have safeguarding concerns for a child.
- Anyone can contact the SPA simply if they want to know about the services the local authority can offer through Achieving for Children.

When someone contacts the SPA with concerns that a child has additional needs or requires support and/or protection:

- a. The SPA Contact and Information Officer checks the home address to **ensure child lives within Kingston or Richmond upon Thames.**
- b. The SPA Contact and Information Officer checks available electronic recording systems and databases to see if child is known to any services provided by Achieving for Children.
- c. The SPA Contact and Information Officer flags any **contacts** to the allocated social worker or Team Manager where there are child protection issues.
- d. **If the case is open to either an early help, Level 2, service or a statutory social care, Level 3, service the contact report or referral will be sent to the allocated social worker and Team Manager immediately.**
- e. For Police reports on closed and new cases that relate to a domestic abuse incident, the SPA Contact and Information Officer will contact the Police Officer located in the MASH for an update and will record the findings as a contact on the child's electronic file.
- f. The SPA Contact and Information Officer will consult with the SPA Management Team in relation to any contacts where additional information or updates may be required.
- g. In relation to a Level 3 open case, the SPA Contact and Information Officer will create a contact and upload the report/referral onto ICS, flag to the SPA

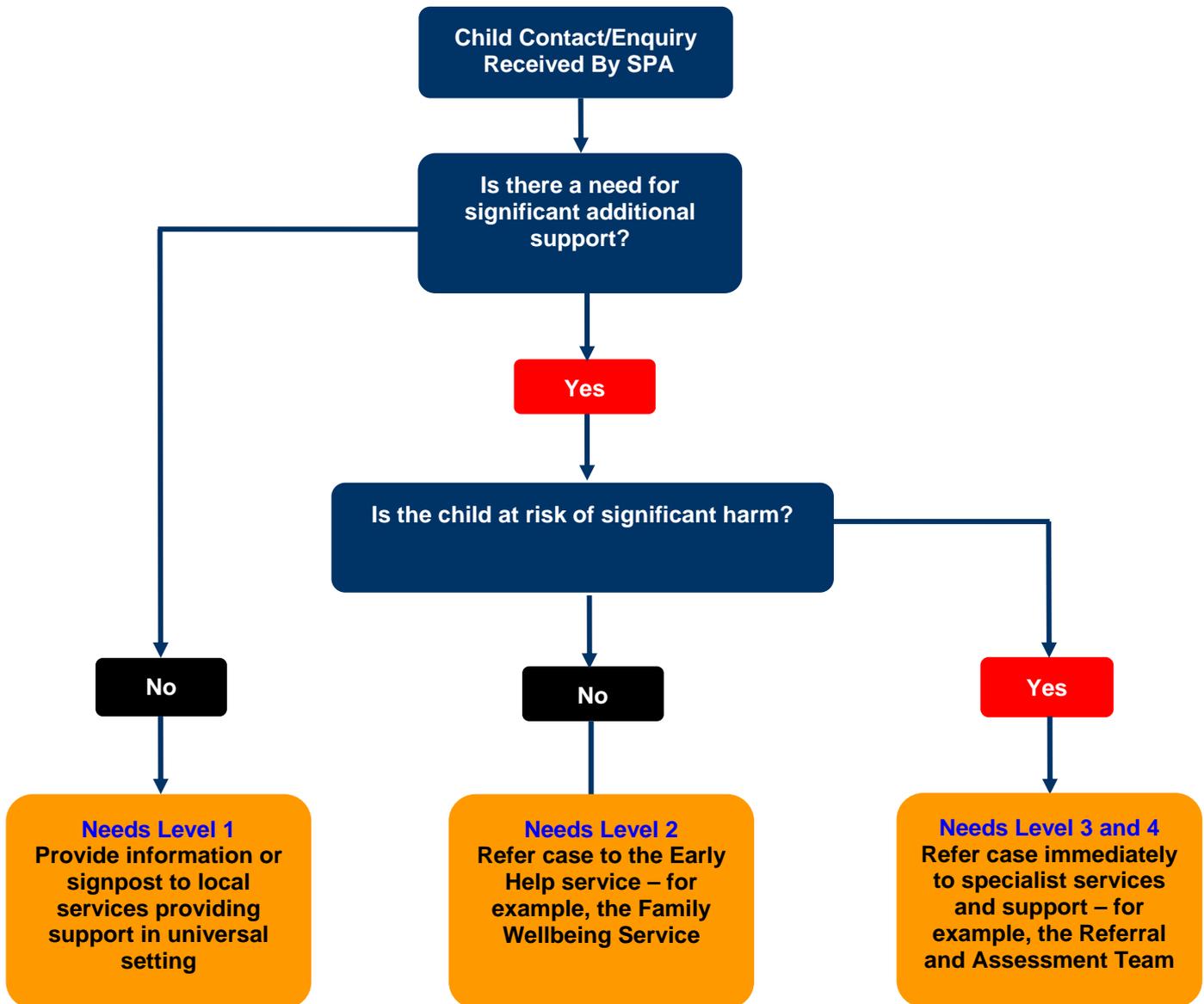
Management Team and then reassign the contact to the allocated team tray as directed.

- h. The SPA Contact and Information Officer will flag to the SPA Management Team any contacts that relate to cases closed in a Level 2 or 3 Team less than one month previously.
- i. The SPA Contact and Information Officer will consult with the Child and Adolescent Mental Health clinician in the SOPA if there are issues regarding emotional and mental health.
- j. The SPA Contact and Information Officer will complete a brief summary of case history on closed/new cases only and this will include information on:
 - any assessment previously completed
 - the reasons for the referral
 - any history of child being subject to a child protection plan with specific dates
 - any history of child being looked after with specific dates
 - any history of any previous involvement with services
 - any provision of information and advice with specific dates
- k. The SPA Contact and Information Officer will record the contact source and reasons accurately and consult the social worker or Team Manager if clarity is required.
- l. The SPA Contact and Information Officer will update the case file if new information is obtained via the contact - e.g. telephone number or family member detail and relationships etc.
- m. The SPA Contact and Information Officer will upload all documents received on the contact form as an attachment.
- n. The SPA Contact and Information Officer will take responsibility for recording all episodes of children who go missing. A new contact will be established if the child is not a child looked after. Where children are looked after the SPA will record the missing episode and send this to the allocated social worker and team manager.
- o. The SPA Contact and Information Officer will sign off each contact with their name and the date and time of completion.
- p. The SPA Contact and Information Officer will reassign the contact to the SPA team tray (other than Level 3 open cases).

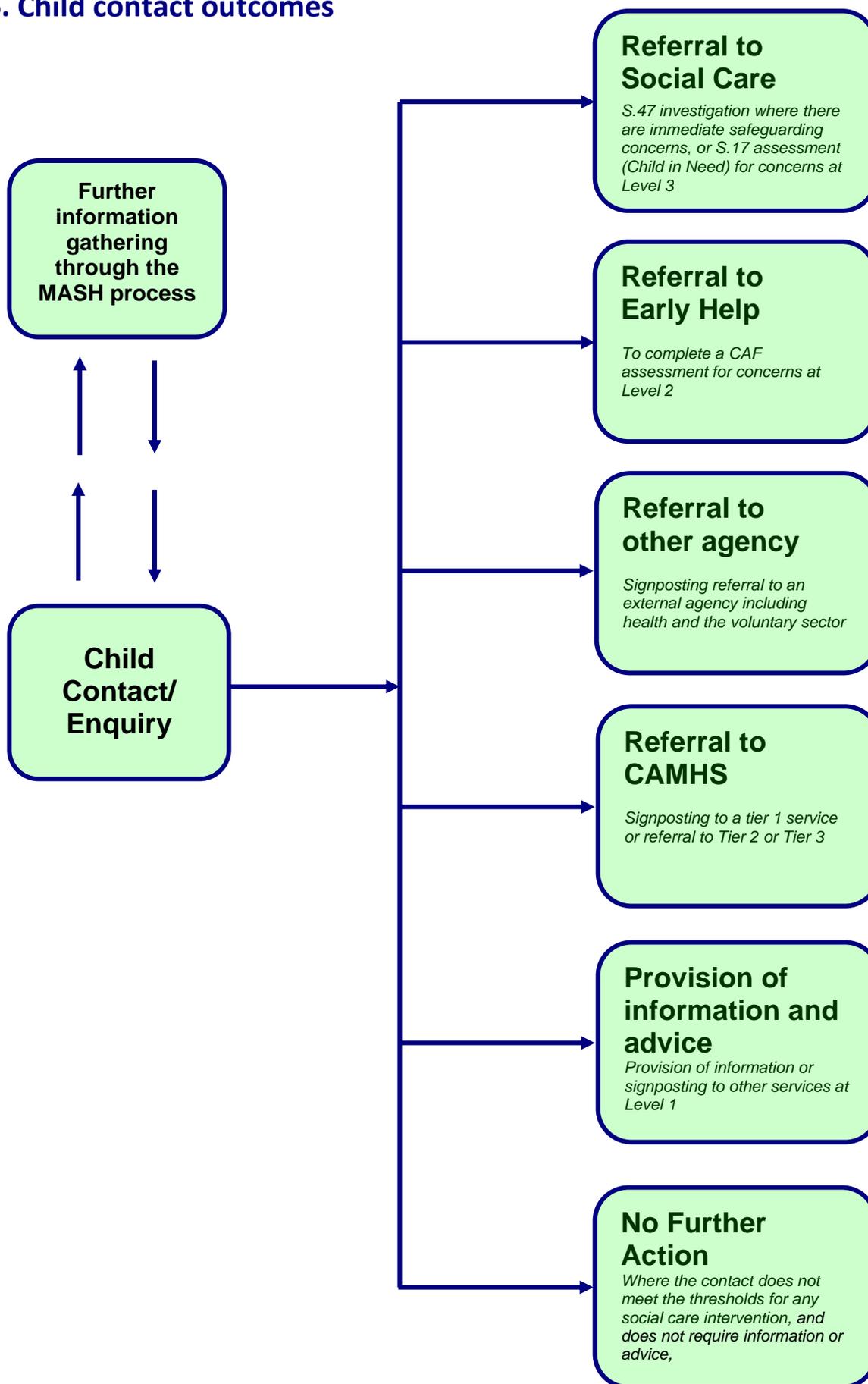
- q. The SPA Contact and Information Officer will generate a feedback to the referrer form.

- r. Where multiple contacts are received in relation to the same incident from different professionals or agencies, these will be recorded as separate contacts; the contact should be progressed within appropriate timescales to ensure no delay is incurred whilst awaiting information from other sources.

The SPA process is summarised in the following flowchart:



6. Child contact outcomes



Referral to Social Care

Further information on the thresholds for children's social care services are set out in the [LSCB Multi-Agency Threshold Framework](#).

Level 4: Complex or acute safeguarding concerns

The SPA Manager to immediately alert the Referral and Assessment Team Manager

Children are experiencing significant harm that requires statutory interventions, such as child protection planning or legal intervention. These children may also need to be accommodated by the local authority either on a voluntary basis or by way of a Court Order.

Level 3: High or complex safeguarding concerns

The SPA Manager refer to the Referral and Assessment Team Manager

Children have high-level additional unmet needs or with complex needs that are likely to require longer term interventions from statutory and/or specialist services. This includes a Child in Need. These are children who require support from children's social care and are at risk of moving to a higher level of risk if they do not receive early intervention. It may include children who have been assessed as high risk in the recent past, or children who have been adopted and now require additional support.

Referral to Early Help

Level 2: Low to vulnerable

Children have low-level additional needs that are likely to be short-term and that may be known but are not being met. These children will be supported through multi-agency Team Around the Child interventions coordinated by a Lead Professional.

Referral to Child and Adolescent Mental Health Services, (CAMHS).

Where referrals relate predominantly to a child's emotional or mental health a CAMHS clinician will direct these to Early Help services which include the voluntary sector as well as the Emotional Health Service. Where they appear to require a diagnose or medical interventions they will be referred to the Tier 3 services provided by South West London and St George's Trust

Provision of Information and Advice

Level 1: No additional needs - only requiring universal service support

These are children whose developmental needs can be met by universal services.

No further action

These are cases where there is no need for the local authority to intervene, or to provide information and advice, at the time that the contact was received and on the basis of the information provided by the referrer.

7. The Multi-Agency Safeguarding Hub (MASH) process

The MASH primarily operates as an enriched information gathering exercise that enables professionals to make informed decisions about how to best safeguard children and to direct the case to the service most appropriate to meet the child's need and minimise risk. Complex cases, where there are uncertainties that would benefit from further information or professional opinion, will be progressed using the MASH process.

- a. The Police provide a RAG-rating to the SPA Manager on all Merlins passed to children's services with some research already completed. The LSCB Multi-Agency Threshold Framework and the Pan-London Child Protection Procedures are considered when taking cases through the MASH process. The SPA Manager can alter the RAG-rating but must do so in consultation/discussion with the Police.
- b. Contacts can be closed down or signposted to an appropriate service at Level 1 or Level 2 immediately if it does not meet the criteria for the MASH process or does not meet the threshold for children's social care services.
- c. Contacts can be reviewed and a decision made that more information is required in order to make a decision as to whether an intervention is required. The SPA Co-ordinator will be tasked to go back to the referrer to ascertain more information.
- d. Contacts can be put through the MASH process with the intention of beginning a referral only when there are safeguarding concerns or crucial information is required from the other agencies in order to make a decision as to whether there are safeguarding concerns. This will usually be contacts that are RAG-rated **red/amber**.
- e. If the contact is passed to the MASH process, all partner agencies within the MASH have a responsibility to contribute to the research carried out on contact within agreed MASH timescales set out below. An analysis is compiled with a recommendation about the intervention(s) that will benefit the child and family. The SPA Manager will review this information and make a decision on how to proceed with the contact.

RAG-rating	Response	MASH response time
RED – Acute	Child at potentially significant risk of harm and requiring urgent action	4 hours
AMBER – Complex	Children in need, with complex and multiple needs and in need of intervention	7 hours
GREEN – Vulnerable	Children who may require a plan of support, advice and guidance.	24 hours

The RAG-ratings provided prior to the MASH process are the ratings given to the case without any additional information being gathered. The RAG-rating that is given after the MASH process takes place is based on the information gathered following the sharing of information between agencies.

The thresholds for the RAG-rating are the same pre-MASH as they are post-MASH. At the pre-MASH stage they are a preliminary assessment of the level of intervention required. At the post-MASH stage they set the level of intervention required based on the additional information that has been gathered. The second RAG-rating is more informed and should guide the decision made by the SPA Manager.

8. Decision-making

The SPA Manager or Assistant Team Manager are responsible for making decisions on all child contacts. Best practice would require some level of consultation with the relevant team manager who will receive the referral in children's social care or early help services.

It is essential that the decisions made by the SPA Management Team are proportionate, rational and in line with agreed thresholds to ensure the right decisions are made at an early stage of the child's journey.

- The SPA Team Manager or Assistant Team Manager must ensure that all decisions regarding cases are made and recorded on the ICS within 24 hours of the contact.
- The SPA Team Manager or Assistant Team Manager must ensure that there is a clear analysis and risk assessment with the required actions and timescales.
- The SPA Contact and Information Officer must ensure that all case-related activities are recorded promptly and appropriately.
- The SPA Team Manager or Assistant Team Manager must ensure the quality of the information recorded and uploaded on the ICS.

9. Acknowledgement and feedback

- The SPA must acknowledge all referrals (child contacts) within one working day. It is the responsibility of the receiving team in children's social care to make clear to the referrer when they can expect a decision to be made on the next steps.
- At the end of the referral (child contact) discussion, the referrer and SPA team should be clear about proposed action, timescales and who will be taking it, or that no further action will be taken. This must be recorded on the ICS.
- The SPA team is expected to feed back to the referrer within 48 hours of the decision being made on the referral (child contact).
- If the referrer has not received an acknowledgement within 72 hours, they should contact the SPA again.

10. Escalation or threshold dispute resolution

The SPA Manager makes the decision on a child contact in line with local thresholds which have been produced in line with the Pan-London Child Protection Procedures.

If the receiving Team Manager disagrees with the decision made by the SPA Manager, the two managers should discuss this further and come to a mutual decision, always keeping the best interests of the child at the centre of their discussion and decision-making. Every effort should be made to reach a satisfactory resolution on the day that the dispute arises.

If the two managers fail to come to a mutual decision, the decision should be referred to the Head of Family Support Services and the Head of Safeguarding without delay.

If the two Heads of Service are unable to reach a mutual decision, the decision should be referred to the Deputy Chief Executive who will make the [final decision](#).

11. Contingency plan

The SPA Manager is accountable for decision-making and ensuring the overall quality of work within the team; however, the Assistant Team Manager assist the Team Manager in this process and deputise for the Team Manager in his or her absence.

If the Team Manager wishes to consult with a more senior manager in relation to a decision they should consult with the Head of family support Services or the SPA manager within the other Borough.

In the event of a failure in the electronic recording systems, a manual process will be implemented to receive and return information to referrers via their secure email or fax systems.

12. Information quality and relevance

The SPA team check that the information provided by the partner agencies is accurate, up-to-date and relevant at the time of disclosure.

Individual agencies are responsible for highlighting where sensitive information is being shared and where discretion in its usage is required.

The SPA and partner agencies will ensure that immediate and significant concerns regarding harm to a child override the need to gain consent to share information.

13. Governance

The SPA and MASH are accountable to the SPA and MASH Strategic Board which is represented by all relevant agencies at a senior, decision-making level.

The Board meets quarterly and scrutinises performance, ensures the service is resourced appropriately and that partnership working is effective in ensuring children, young people and their families are supported and protected where necessary.

The Board reports to the Safer Kingston Partnership in Royal Borough Kingston and the Community Safety Partnership in London Borough Richmond.

14. Contact

London Borough of Richmond upon Thames

Single Point of Access

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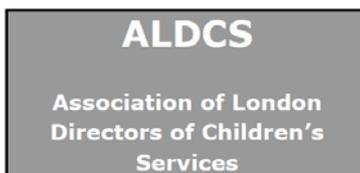
Email: SPA@kingston.gov.uk

Team Manager: James Thurston

Purpose Specific Information Sharing Arrangement

Agreed September 2014

Sharing of Information within the Kingston & Richmond Multi Agency Safeguarding Hub (MASH) to assist in identifying and assessing risks to children’s wellbeing and welfare in the borough



TOTAL POLICING

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Section 1. Purpose of the Agreement

This agreement has been developed to:

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

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

1. Achieving for Children
2. Children's Social Care, Royal Borough of Kingston (AfC)
3. Children's Social Care, London Borough of Richmond (AfC)
4. Metropolitan Police Service, Kingston
5. Metropolitan Police Service, Richmond
6. Kingston Hospital NHS Foundation Trust
7. South West London & St George's Mental Health NHS Trust (for and on behalf of CMHT & CAMHS)
8. Central & North London NHS Foundation Trust (for and on behalf of Kingston Wellbeing Service)
9. Hounslow & Richmond Community Healthcare
10. Your Healthcare CIC
11. Clinical Commissioning Group, Kingston
12. Clinical Commissioning Group, Richmond
13. Probation Service, Kingston & Richmond
14. Adult Social Care, Royal Borough of Kingston
15. Adult Social Care, London Borough of Richmond Upon Thames

Section 2. Specific Purpose for Sharing Information

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

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

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

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

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

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

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

MASH helps deliver three key functions for the safeguarding partnership;

1. Information based risk assessment and decision making

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

2. Victim identification and harm reduction

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

3. Co ordination of all safeguarding partners

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

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

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

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

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

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

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

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

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

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

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

1. First Principle¹

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

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

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

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

Section 10 and 11 of the Children Act 2004 create a 'permissive gateway' for information to be shared in a lawful manner. Such information sharing must take place in accordance with statutory requirements pertaining to the disclosure of information namely the Data Protection Act 1998, the Human Rights Act 1998 and the Common Law duty of confidentiality.

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

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

¹ In accordance with the Data Protection Act 1998

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

Duty of Confidence

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

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

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

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

Consent

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

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

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

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

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

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

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

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

The Public Interest Criteria include:

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

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

- i) Is the intended disclosure proportionate² to the intended aim?
- ii) What is the vulnerability of those who are at risk?
- iii) What is the impact of disclosure likely to be on the individual?
- iv) Is there another equally effective means of achieving the same aim?
- v) Is the disclosure necessary to prevent or detect crime and uphold the rights and freedoms of the public;
- vi) Is it necessary to disclose the information, to protect other vulnerable people?

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

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

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

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

The MASH processes if followed correctly are relevant in relation to the determination of consent. The MASH comprises a relatively closed and controlled environment, this being a factor a practitioner can weigh in the balance to some extent in an appropriate case as one

² "Proportionate" is the critical issue.

factor that can add to the conclusion that it is proportionate not to seek or to dispose with consent. It is not however a single overriding reason in the determination concerning consent.

All disclosures must be relevant and proportionate³ to the intended aim of the disclosure.

Unified Privacy⁴

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

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

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

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

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

Legitimate Expectation

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

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

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

⁴ Previously known as; 'fair processing'.

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

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

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

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

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

The benefits of effective sharing of information for the purposes set out in this agreement are to the direct benefit⁵ of the citizen and so in the public interest. This agreement is:

In pursuit of a legitimate aim –

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

Proportionate –

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

An activity appropriate and necessary in a democratic society –

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

Schedule 2, Data Protection Act 1998

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

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

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

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

Schedule 3, Data Protection Act 1998

If the information is “sensitive” (that is, where it relates to race, ethnic origin, political opinions, religion or belief system, membership of a trades union, physical/mental health or sexual life, the commission or alleged commission of any offence, proceedings relating to the offence) you must satisfy at least one condition in Schedule 3.

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

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

2. Second Principle

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

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

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

3. Third Principle

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

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

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

Examples of data that may be shared include;

- *Name of subject (child) and other family members, their carers and other persons whose presence and/or relationship with the subject child or children, is relevant to identifying and assessing the risks to that child.*
- *Age/date of birth of subject and other family members, carers, other persons detailed.*
- *Ethnic origin of family members.*
- *Relevant Police information and intelligence*
- *School and educational information (to include family members where appropriate and relevant)*
- *GP and health records (to include family members where appropriate and relevant)*
- *Relevant ASB data*
- *Access to appropriate adult social care records*
- *Relevant data from London Ambulance Service or London Fire Brigade*
- *Housing and other partnership data relevant to the child and family who may affect the welfare of that child.*

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

4. Fourth Principle

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

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

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

5. Fifth Principle

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

The data will be kept in accordance with signatories' file destruction policy⁶. It is acknowledged that there is a need to retain data for varying lengths of time depending on the purpose and also in recognition of the importance of historical information for risk assessment purposes. However, once information is no longer needed, it should be destroyed.

⁶ See Annex A for details how this is done locally

6. Sixth Principle

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

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

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

7. Seventh Principle

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

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

8. Eighth Principle

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

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

Section 4. Description of arrangements including security matters.⁷

Business Processes

Information entering the MASH from Police:

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

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

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

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

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

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

Information entering the MASH from non-police sources:

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

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

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

Business Continuity

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

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

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

Confidentiality and Vetting

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

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

Compliance

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

Sanctions

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

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

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

Training / Awareness

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

Partner's Building and Perimeter Security

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

Movement of Information

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

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

Storage of Information on Partner's System

The MASH enquiry records will be stored on the CSC system; Liquid Logic. However, other agencies may be passed information from the MASH case record where appropriate for further interaction with a child, which may also be stored electronically.

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

Storage of Papers

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

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

Disposal of Electronic Information

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

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

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

Disposal of Papers

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

Review

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

Freedom of Information Requests

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

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

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

Section 5. Agreement to abide by this arrangement

The agencies signing up to this agreement accept that the procedures laid down in this document provide a secure framework for the sharing of information between their agencies in a manner compliant with their statutory and professional responsibilities.

As such they undertake to:

- Implement and adhere to the procedures and structures set out in this agreement.
- Ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this agreement.
- Engage in a review of this agreement with partners initially after 6 months from signature then at least annually.

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

Agency
Achieving for Children CIC
Children's Social Care, Royal Borough of Kingston (AfC)
Children's Social Care, London Borough of Richmond Upon Thames (AfC)
Adult Social Care, Royal Borough of Kingston
Adult Social Care, London Borough of Richmond Upon Thames
Metropolitan Police Service, Kingston
Metropolitan Police Service, Richmond
Kingston Hospital NHS Foundation Trust
South West London & St George's Mental Health NHS Trust (for and on behalf of CMHT & CAMHS)
Hounslow & Richmond Community Healthcare
Clinical Commissioning Group, Kingston
Clinical Commissioning Group, Richmond
Probation Service, Kingston & Richmond
Your Healthcare CIC
Central & North London NHS Foundation Trust (for and on behalf of Kingston Wellbeing Service)

Signature: _____ **Date:** _____

Print name: _____

Job title: _____

Agency: _____

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

Version	0.4
Date	21 December 2012
Author	V0.1: NHS London: Stephen Elgar, Richard Carthew (based on Havering MASH draft ISA) V0.2 Amended by Mary Mullix (NHSL) and Mark Clark (MPS) V0.3 Amended following comments from the London MASH Operational Group V0.4 Amended following comments from NHS Caldicott Guardians consultation

1. Information entering the MASH from non-police sources

- 1.1 Information about a child where there are concerns about their welfare will be passed to the local authority decision maker in the MASH (i.e. the person who co-ordinates the MASH enquiry). Similarly to the police process, they will check the relevant information system (usually – but not always – the Council’s Children’s Services system) to see if there is an open case, and if so, forward that information on to the relevant case-worker. Where there is not an open case, they will create a new case record, see if there is any other relevant information held by [Council Children Services] and conduct a MASH risk assessment.
- 1.2 Before considering if the case should continue through the MASH process, the local authority decision maker of the MASH will consult with the Police Sergeant based within the MASH to see if a crime has been committed. If one has, this will be recorded by the sergeant and an investigation started. A decision will then be taken as to whether action can be taken by the MASH then or they should wait for the conclusion of the police investigation.
- 1.3 If it is decided that the case can continue through the MASH process, other relevant agencies (both inside and outside the MASH, including the police) will be asked to provide relevant information to the MASH so that the local authority decision maker will have full a picture as possible when assessing and making decisions as to what the best and most appropriate assistance and interaction with the child should be. The contact for health is the health professional who forms part of the MASH team who will contact other health partners to obtain information to assist in the Risk assessment. Once they have decided what this is, the local authority decision maker will refer the child to that service, passing across relevant information to the agency they have been referred to on a ‘need-to-know’.

2. Business Continuity

- 2.1 All partners to this agreement will provide a list of contacts to deal with queries and requests for information under this agreement. The organisations will also nominate persons to act as the contact to ensure continuity in the absence of the original points of contact.
- 2.2 If secure email is not available, then information will be shared via hand or fax [or orally, and recorded contemporaneously in the MASH].

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

3. Confidentiality and Vetting

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

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

4. Movement of Information

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

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

5. Storage of Information on Partner's System

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

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

6. Storage of Papers

6.1 It is not the intention of this agreement that information will be produced in a hard format. If information is printed off of an electronic system, it will be the partners' responsibility to keep the information secure by measures such as storing documents in a locked container when not in use. Access to printed documents must be limited only to those with a valid 'need to know' that

information. There should also be a clear desk policy where MPS information in particular is only assessed when needed and stored correctly and securely when not in use.

7. Disposal of Electronic Information

- 7.1 Once information contained within emails is transferred to a partner's electronic system, the emails will be deleted.
- 7.2 Information will be held in electronic systems until the information is no longer required. Information provided as part of this agreement will be the subject of review by the partner agencies. Information will be destroyed in accordance with each agencies code of practice in handling information and with regards to their responsibilities under the Data Protection Act.
- 7.3 If information is stored by partners electronically on their systems, information must be overwritten using an appropriate software utility e.g. Norton Utilities or CD discs physically destroyed

8. Disposal of Papers

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

9. Reporting procedures

- 9.1 There needs to be an agreed procedure for using non-anonymised information for service planning, commissioning, statutory returns and review, either:
 - The parties will anonymise information before they make it available for service planning, commissioning, statutory returns and review purposes; or
 - Sharing information for service planning, commissioning, statutory returns and review purposes will follow the local procedure, which should have been approved by the Parties' respective Caldicott Guardians, data protection officers or equivalent.

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