

# **Information Sharing Agreement between Suffolk County Council & Schools Reported incidents of Domestic Violence and Abuse (DVA)**

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## 1. Policy Statements and Purpose of this Information Sharing Agreement

The purpose of this information-sharing agreement (ISA) is to facilitate the exchange of information between the Council's Children and Young People's Services (CYP) and the Designated Safeguarding Leads (DSL) for schools within Suffolk. The information shared will be the incidents of Domestic Violence or Abuse reported to Suffolk Constabulary (SC), where there are school age children within the family.

The objective of this information sharing is to alert professionals to incidents which can be detrimental to a child's overall welfare and may contribute to greater safeguarding concerns. With relevant background knowledge, professionals will be better placed to identify and provide appropriate resources to address the welfare, safeguarding and child protection (CP) concerns.

### 1. Legal Basis for Information Exchange

The legal framework and guidance underpinning this information sharing agreement is:

- Children Act 2004
- Education and Skills Act 2008
- Education Act 2002
- Crime and Disorder Act 1998
- The Data Protection Act 1998
- The Human Rights Act 1998
- Common Law Duty of Confidence
- The Freedom of Information Act 2000
- ICO Data Sharing Code of Practice (May 2011)
- HM Government - Information sharing advice for practitioners (March 2015)
- The Council's Education & Learning Domestic Violence and Abuse Notification Protocol – for schools and education settings – see Appendix [ ].

While this Information Sharing Agreement (ISA) has been developed to achieve the purpose set out in Section 1 above, it is the intention that all aspects of information exchange and disclosure comply with the legislation that protects personal data. As such it is recognised that personal information must be shared only where it is necessary and proportionate to do so, and should be on a 'case by case' basis.

For an overview of the Council's local guidance, please see Suffolk Local Safeguarding Children Board's Information Sharing Protocol which can be found at:

<http://www.suffolkscb.org.uk/assets/files/2015/2015-INFORMATION-SHARING-GUIDELINES.pdf>

### 2. What data will be exchanged?

Each time Suffolk Constabulary (SC) categorises a reported event as a 'domestic incident' they will carry out checks to ascertain whether there are children living within the family/household. Where this is the case an interest will be registered electronically for the Police team within the Suffolk MASH. All DVA notifications will be reviewed by MASH Police staff and shared with Children & Young People's Services. This information sharing is governed by the wider MASH Information Sharing Agreement. This information sharing template is Appendix A of the MASH Information Sharing Agreement.

1 - A 'domestic incident' is an incident of threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between intimate partners/ex-partners, irrespective of age, or family members aged 16 years and over, regardless of gender and sexuality. (Family members are defined as mother, father, son, daughter, brother, sister and grandparents, whether directly related, in-laws or step-family.)

### **2.1. Who is going to be responsible for exchanging this data and ensuring the data is accurate?**

**The post-holders with overall responsibility for this information sharing are:**

- the Council – Suffolk MASH
- schools in Suffolk Schools – Designated Safeguarding Lead (DSL) or Head Teacher

### **2.2. How will you keep a record of what information has been exchanged?**

MASH staff will record all DVA notification information within the secure area of their electronic records management system. A record will be kept of the agencies with which the information has been shared. Notifications will be either allocated to or shared with:

- a) Specialist Social Care teams (if deemed to be a Statutory Assessment or Section 47)
- b) MASH Early Help Unit
- c) MASH Co-ordinators, for onward processing to School DSLs

### **2.3. How is this information going to be exchanged?**

MASH Co-ordinators will forward the DVA Notification email from MASH Police, via **secure** email. All schools will be required to have a secure email address (e.g. Egress secure email account) to be able to access the DVA notification. This information sharing is governed by the wider MASH Information Sharing Agreement. This information sharing template is Appendix A of the MASH Information Sharing Agreement.

### **2.4. Who will have access to this data and what may they use it for?**

The information sharing report is only intended for the designated safeguarding lead (DSL) at the relevant school. The primary purpose for sharing this information is to alert the DSL to the fact that a pupil **may** be experiencing difficulties at home.

### **2.5. Timescales**

MASH co-ordinators will forward the information-sharing DVA notifications to the DSL within 2 working days of initial triage by the MASH police.

### **2.6. How securely does the data need to be stored?**

Upon receipt of the DVA notification email from the MASH Co-ordinator, the DSL at the relevant school will print off one copy of the notification email and retain it in the Child Protection file for the named child. The email, from the MASH Co-ordinator must be deleted by the DSL from the school's electronic system's Inbox and Recycle Bin folders.

If there is a security incident in which data received from a partner under this ISA is inappropriately disclosed by it to a third party, the MASH must be notified within 48 hours of the incident occurring. Notifications of security incidents must also, within 24 hours of notification by a third party, be reported by the MASH to Information Management Services.

### **2.7. How long are you going to keep the data?**

The MASH Co-ordinator will retain DVA notification names for a period of one year from the date the DVA notification is forwarded to the relevant school(s). The purpose for this retention period is to facilitate checks on the ESCR should they be required. After one year from the date the DVA notification name was received it will be deleted from the electronic

and archived records by the MASH Co-ordinator. It is recommended that the child's file is retained in line with each partner's data retention periods.

### **2.8. Further Use of Data**

The use of data from the DVA notification is restricted solely to the purposes of addressing welfare and safeguarding concerns in respect of children who live and attend, or have attended, educational settings within Suffolk.

### **2.9. Training**

The Council will ensure that all relevant MASH staff and DSLs are offered access to appropriate guidance and support in regard to the use of the information sharing DVA notifications received under this ISA.

## **3. Breach of confidentiality**

Where confidentiality is breached within this Agreement the post-holders identified in Section 2.1 above must be informed within 24 hours of the incident occurring. Depending on the circumstances of the breach of confidentiality, the post-holders will immediately commence an investigation into the breach to determine the appropriate actions to be taken. Such breaches must be notified to the Data Protection Manager, Information Management Services, who will consider notification to the Information Commissioner (ICO).

## **4. Review of Information Sharing Agreements**

This ISA will be reviewed one year after signature and annually thereafter. The Council reserves the right to carry out 'spot check' audits of the data exchanged between it and the DSLs and the security arrangements in place.

## **5. Closure/termination of this agreement**

**5.1.** In the event of a serious security incident the Council can suspend this ISA for 45 days with the relevant school(s). The suspension will be notified to the school(s) in writing together with supporting evidence. The length of the suspension may be extended during which time necessary and remedial action plans will be implemented and formally monitored by the council during the term of the suspension.

**5.2.** In all other circumstances a minimum of 30 day days' notice will be given by the Council for termination of this ISA.

## **6. Freedom of Information Act 2000 (FOIA)**

Each partner shall, where practical, publish this ISA on its website and refer to it within its publication scheme. If a partner wishes to withhold all or part of the ISA from publication, it shall inform the other partners as soon as is reasonably possible. Partners shall then endeavour to reach a collective decision as to whether information is to be withheld from publication or not. Information shall only be withheld where, should an application for that information be made under the FOIA 2000, it is likely that the information would be exempt from disclosure, and the public interest lies in favour of withholding. However, nothing in this paragraph shall prevent the parties covered by this ISA from exercising its obligations and responsibilities under the FOIA 2000 as it sees fit.

## **7. Requests for Disclosure of Information received under this ISA**


All recorded information held by publicly funded schools including academies and free schools are subject to the provisions of the Freedom of Information Act 2000 and the Data Protection Act 1998 (DPA). While there is no requirement to consult with third-parties under the FOIA, the parties to this ISA will consult with the Council prior to the processing of requests for personal data made under section 7 of the DPA and any other requests for information falling within the remit of the DPA.

## Signatories

Each Partner should identify who is the most appropriate post-holder within their organisation to sign this ISA, having taken account of their organisational policy. It is the responsibility of the individuals identified at Section 3.2 to ensure that copies of this ISA are made available as necessary.

**I confirm that this ISA has been prepared in consultation with each organisation's designated Data Protection Officer, or other appropriate person, for each signatory to this agreement.**

**For Suffolk County Council**

Signature:  \_\_\_\_\_

**Post Held: Suffolk MASH Head of Service**

Date: \_\_\_\_\_ 09/02/2016

For \_\_\_\_\_ School

Signature: \_\_\_\_\_

**Post Held: Head teacher**

Date: \_\_\_\_\_ (dd/mm/yyyy)

**Please return the signed copy of the ISA to *Addressee only, Head of Service, Suffolk MASH, Suffolk County Council, Landmark House, 4 Egerton Road, Ipswich, Suffolk, IP1 5DF***

Or email a scanned signed copy via [CYPMASH@suffolk.gcsx.gov.uk](mailto:CYPMASH@suffolk.gcsx.gov.uk)

**Please retain a copy for school records.**