

Merseyside Multi-Agency Protocol

Child Sexual Exploitation

Knowsley Safeguarding Children Board



St. Helens
Safeguarding
Children Board



Merseyside Multi-Agency Protocol to reduce harm caused by Child Sexual Exploitation (CSE)

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1. Introduction

This protocol sets out a multi-agency procedure for tackling child sexual exploitation across Merseyside.

The protocol details how through the multi-agency child sexual exploitation meeting, here after known as **MACSE**, we can reduce the harm posed to children and young people from child sexual exploitation.

What is child sexual exploitation?

Sexual exploitation is child abuse and children and young people who become involved face huge risks to their physical, emotional and psychological health and well-being.

The nationally agreed definition of child sexual exploitation which will be utilised across Merseyside is:

Sexual exploitation of children and young people under 18 involves exploitative situations, contexts and relationships where young people (or a third person or persons) receive 'something' (e.g. food, accommodation, drugs, alcohol, cigarettes, affection, attention, gifts, money) as a result of them performing, or others performing on them, sexual act or activities. Child sexual exploitation grooming can occur through the use of technology without the child's immediate recognition; for example being persuaded to post sexual images on the Internet/mobile phones without immediate payment or gain. In all cases, those exploiting the child/young person have power over them by virtue of their age, gender, intellect, physical strength and/or economic or other resources. Violence, coercion and intimidation are common, involvement in exploitative relationships being characterised in the main by the child or young person's limited availability of choice resulting from their social/economic and/or emotional vulnerability"

Why do children and young people become involved?

The common issues and reasons can be due to a number of factors including a young person's low self-esteem and a poor self-image.

Young people who run away from home are recognised as being more at risk of being targeted as a victim of sexual exploitation.

Vulnerabilities are identified and targeted by the abuser, whether the young person is living with their family, looked after, away from home or they have run away.

It is often the case that children and young people do not perceive themselves to be victims, as they consider they have acted voluntarily. The reality is that their behaviour is not voluntary or consenting.

2. Aims and Purpose

This protocol does not replace, supersede or singularly address child sexual exploitation. The protocol should always be followed in conjunction with the current safeguarding procedures and is meant to reinforce safeguarding and thus more comprehensively reduce the opportunity for further sexual exploitation of children.

The aims and purpose of the protocol procedures are to:

- To identify those at risk of being sexually exploited
- To apply pro-active problem solving to address the risks associated with victims, perpetrators and locations and ensure the safeguarding and welfare of children and young people who are or may be at risk from sexual exploitation
- To take action against those intent on abusing and exploiting children and young people in this way
- To ensure timely and effective interventions with children and families to safeguard those vulnerable to sexual exploitation

This multi-agency protocol seeks to unify a process of recognition, risk assessment, referral and discussion amongst professionals utilising a single process and document set for all. This protocol aligns with local arrangements to safeguard children, and sets out a clear pathway by which to ensure all organisations unify to provide the best service possible for children and young people sexually exploited in Merseyside.

3. Multi- Agency Objectives

- Identify those who are at risk of being sexually exploited by sharing information at an early stage and assessing risk
- To carry out risk assessment according to a common framework
- To address the risks associated with victims, perpetrators and locations by proactive problem solving
- To work collaboratively to ensure the safeguarding and welfare of children and young people who are being or are at risk of being sexually exploited
- To take effective action against those intent on abusing and exploiting children and young people in this way
- To provide early intervention to reduce the harm posed to children and young people
- To investigate, prosecute and disrupt perpetrators
- Promote positive physical and emotional health and well being of individuals identified as being at risk of child sexual exploitation
- To develop a shared picture of child sexual exploitation intelligence across Merseyside

4. The Multi-Agency CSE (MACSE) meeting

Child sexual exploitation takes place in local communities and information known to the full spectrum of statutory and voluntary sector agencies should be used to highlight the threat and establish and reduce risk. It is anticipated that an improved intelligence picture will enable effective action in a greater number of cases of child sexual exploitation, thereby reducing the harm that would otherwise be caused to the young victims and their families.

It is envisaged that a monthly multi-agency child sexual exploitation meeting, otherwise known as MACSE meeting will provide the framework to allow regular information sharing and action planning to tackle child sexual exploitation across Merseyside.

The monthly MACSE meeting will take place in each local authority area across Merseyside (i.e. Wirral, Sefton, Knowsley, St Helens & Liverpool).

Representatives from a broad range of statutory, voluntary and community sector agencies will attend the meeting.

The meeting will receive referrals of concerns of child sexual exploitation.

The meeting will consider each referral against intelligence held by the range of agencies represented at the meeting, and intelligence provided by additional agencies unable to attend meetings, but required to provide intelligence in every relevant case.

In the case of each referral, a multi-agency risk assessment form, CSE2 will be completed (**Appendix 4**), and action plan will be developed, detailing the tactical response to be provided by relevant agencies.

The MACSE meeting will have the potential to call upon the diverse skills and experience available from amongst its members.

In conjunction with dealing with individual cases of child sexual exploitation, the meeting will be a forum for information sharing to increase the understanding of the threat posed by child sexual exploitation across Merseyside.

The MACSE meeting will not supersede safeguarding processes. The child's welfare is paramount. The MACSE process will supplement safeguarding processes by contributing information gathered at the MACSE to meetings where the child's plan is being discussed.

5. MACSE Process and Terms of Reference

The Multi-Agency CSE Meeting (MACSE) will not supplant, replace or override current safeguarding procedures.

Cases involving children who are at imminent risk, should not wait for the monthly meeting, the child or young person should be referred to Children's Social Care immediately to ensure safeguarding procedures are commenced and a strategy meeting convened, as is usual practice in respect of safeguarding concerns. The MACSE process will run alongside the safeguarding process to ensure all information in relation to CSE is collated at a central point.

The Process

Any agency concerned that a child is at risk of CSE, or being in possession of information relating to child sexual exploitation should, as per the flowchart at **Appendix 1** refer their concerns to Children's Social Care. Links to local safeguarding processes can be found at **Appendix 5**. All agencies (with the exception of the police – who will supply a CSE1 only) should complete a generic multi-agency referral form for that local authority area and refer directly to Children's Social Care. In addition a CSE1 (**Appendix 3**) should be completed and referred.

Children's Social Care on receipt of all CSE referrals shall determine whether the circumstances meet the criteria for a CSE strategy meeting or further investigation as per standard safeguarding procedures.

Children's Social Care will in respect of all CSE referrals, forward the CSE1 referral to the relevant police Family Crime Investigation Unit. Family Crime Investigation Unit details can be found at **Appendix 5**.

The MACSE meetings will be chaired by Merseyside Police (usually a Detective Chief Inspector from the BCU) and will co-ordinate the tactical response to each referral.

The police will be responsible for administrating the MACSE meeting and will ensure that the information received via the referral process will be scheduled for discussion. Each police area will provide this function via the MACSE administrator.

- On receipt of the new referrals, the MACSE administrator, will forward the details of the cases to all relevant agencies one week in advance of the meeting.
- All agencies in receipt of this request for information must process the request ensuring that all relevant information held by their agency is provided to the next monthly MACSE meeting. Those who are not able to

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attend should provide a written update to the MACSE administrator in advance of the meeting.

- At the meeting, the representatives will discuss each new referral in turn based on the referral detail contained within the CSE1, a range of intelligence and information provided by agency representatives in attendance at the meeting, and the information provided by further agencies not in attendance at the meeting.
- At the MACSE meeting agency representatives will be asked to use their professional knowledge and expertise to risk assess the young person using the CSE2 form and determine a plan of action to safeguard the victim and target the perpetrator. This plan of action will also identify and direct the involvement of other agencies not yet involved who may assist in further reducing the risk of harm.
- The actions allocated and information received at the meeting will be fully documented in the minutes of the meeting, and specific reference to the agency leading on each action recorded. Where further agencies relevant to the action plan are identified at the MACSE meeting the MACSE administrator will in turn ensure that actions to those agencies are circulated.
- The second part of the meeting will consider cases already open to the MACSE meeting and will request an update on outstanding actions.

Out of Area Looked After Children:

It is often difficult to ascertain which MACSE should discuss the case if a looked after child is placed outside of the host authority. This protocol directs that the case should be discussed by the MACSE where the young person is living. The police representative on the MACSE which covers the address for the young person is responsible for making links with other relevant MACSE and the out of area social care representative to ensure information across areas is brought to the meeting.

Links to other MACSE:

Cross border cases will be discussed as part of the police 'Tactical Protecting Vulnerable People' monthly meeting. In addition, and in order to ensure all cross border issues are highlighted promptly each MACSE administrator will forward the names and dates of birth of all cases to the all other MACSE chairs / administrators across Merseyside.

Closing cases to MACSE:

Cases will be closed to MACSE when it is deemed by the multi- agency representatives that the CSE risk has been reduced to the child or young person. In cases where the risk is not decreasing, this information should be escalated via the MACSE chair to the Head of Children's Social Care Safeguarding.

Repeat cases to MACSE:

Cases which are repeatedly referred to MACSE should be escalated via the MACSE Chair to the Head of Children's Social Care Safeguarding.

It is imperative that all information brought to the meeting must be current and that sufficient time has been taken to recover the information in the appropriate format in readiness for the meeting. Delays in the presentation of information to the meeting or representatives attending un-prepared, may well increase risk.

Representatives will be responsible for the management, handling, storage and review of information provided to them by partners.

This process will run in parallel alongside safeguarding processes and it is therefore important to emphasise that organisations must continue to apply themselves to their own organisation's policy in respect of CSE.

The MACSE meetings will be comprised of statutory and voluntary and community organisations. Specified statutory organisations are mandated to attend and participate in the MACSE meetings, as below.

Mandatory participation in MACSE Meetings

- Children's Services
- Police
- Education (to represent –Primary, Secondary, AEP, Special Schools)
- Probation
- YOS / YOT
- Youth Service
- Local Missing Service
- Health (to represent - Public health, Providers, GPs, Community health, acute trusts, specialist providers)
- Sexual Health
- Probation

A range of other agencies, not limited to the list below, are encouraged to attend at every MACSE meetings and provide their expertise towards tackling child sexual exploitation. Their attendance is essential where their agency is making a child sexual exploitation referral to the meeting.

Voluntary participation in MACSE Meetings

Housing advisory services / Housing providers

Substance misuse service providers

Vulnerable Families Projects

Young Peoples Service.

Voluntary services

Mental health care providers

PACE – Parents Against Child Sexual Exploitation

Medical emergency departments (Arrowpark, Whiston, Alderhey, Royal)

RASA

Note: Inevitably there will be locally commissioned, area-specific service providers involved in safeguarding in the local authority area holding the CSE meeting. Those providers should be approached by the LSCB to reinforce the commitment of all organisations to the multi-agency referral, risk assessment and CSE meeting structure. The bespoke support services provided by these organisations across Merseyside are invaluable to this process and there should be a determined effort to include them in the process.

General Roles and Responsibilities

The MACSE meetings will be held on a monthly basis in each of the local authority areas of Merseyside i.e. Wirral, Sefton, Knowsley, St.Helens and Liverpool. Meetings will be chaired by the police.

The chair's role in each meeting will be to ensure that:

- All members are offered equity with regard to opportunities to contribute to the meeting
- The function of the meeting is maintained and it is conducted within the agreed timescale
- The efficient administration of the meeting is maintained
- The information shared is accurately recorded and disseminated through the meeting
- Attendees adequately research each case prior to the meeting, liaising directly with the case holder/practitioner in the case
- Actions / requests for information are directed to the case holder/ practitioner
- Actions are collated and returned to subsequent meetings
- If the chair is unable to attend, a vice chair will be nominated to chair the meeting

Additional information for the Chair is available via the Police intranet – Guidance to MACSE chairs

The members' roles will be to ensure that:

- They attend meetings regularly or send a deputy from their own area of expertise
- Contribute to the information sharing which enables the meetings to fulfil their purpose
- Implement appropriate levels of disclosure of information shared at the meetings to enable further integrated working with other frontline partners
- They adequately research each case prior to the meeting, liaising directly with the case holder/practitioner in the case
- Actions / requests for information are directed to the case holder/ practitioner
- Actions are pursued and results returned to subsequent meetings

Agency representatives must take responsibility for ensuring the actions are disseminated within their agency and be able to report an update on actions at the following meeting.

Information Sharing

Although it is best practise to seek consent, information can be shared without seeking consent and where it is felt necessary to override a refused consent, however this can only take place where you believe or suspect that a child may be suffering, or is likely to suffer, significant harm; or when it is necessary in the public interest to do so. It is important to strike an appropriate balance between protecting the confidentiality of individuals and sharing appropriate information with other professionals, in all cases any information shared must be proportionate to what it is intended to achieve. Guidance concerning relevant legislation and methods for disclosure are at appendices 7, 8 and 9.

New Members

New members who are invited to partnership meetings will be provided with an overview of the purpose of the meeting and will be introduced to other members by the chair.

Quorum

No business will be transacted at a meeting unless at least four partner organisations are represented, two of which must be Police and Children's Services.

Scope

References to children and young people are those defined by the Children Act 1989. This protocol relates to children and young people, up to the age of 18.

This work relating specifically to child sexual exploitation will contribute and compliment the safeguarding of children and young people in Merseyside.

The arrangements will take account of statutory duties and powers of partner organisations, including, but not restricted to, those contained within the Crime and Disorder Act 1998; Section 82 of the NHS Act 2006; the Mental Capacity Act 2005 and statutory guidance to support the Multi-Agency Public Protection Arrangements (MAPPA) and Working Together to Safeguard Children 2013.

Governance

- The MACSE meeting will align to the Merseyside local authority areas and be accountable to the Detective Chief Inspector (DCI) from that area and via them to the Local Safeguarding Children Board Child Sexual Exploitation Sub Group and Performance Sub Group.

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- These BCU DCIs are accountable to the 'Tactical Protecting Vulnerable People' meetings within Merseyside Police
- The Force Crime Operations Unit lead for Protecting Vulnerable People and chair of the Tactical Protecting Vulnerable People meeting will maintain an overview of the MACSE meeting process and will highlight any strategic issues to the bi-annual Multi-Agency Strategic Child Sexual Exploitation meeting
- A Strategic governance of the wider multi-agency response to child sexual exploitation across Merseyside will be undertaken as detailed within the pan Cheshire Merseyside Child Sexual Exploitation strategy via the bi-annual Multi-Agency Strategic Child Sexual Exploitation meeting

6. Agency Roles and Responsibilities

Individual agencies should develop internal procedures linked to this protocol for children and young people who are at risk of exploitation and who are already being exploited.

It is the responsibility of the referring agency to determine whether the referred child's parents are informed that their child will be discussed at the MACSE meeting.

Clearly best practise would always be to inform / consult with parents regarding their children, but this may be detrimental in some cases. It may not always be in the child's best interests to inform parents and each case should be considered on it's own merits.

Safeguarding Processes and Forms for Merseyside LSCBs can be found at **Appendix 5**.

It is essential that each of the agencies agree to implement and adhere to the principles set out in this protocol.

Each of the statutory agencies envisaged as having a role in the process have summarised their role.

It is fully recognised that in order for the process described in this protocol to be successful in tackling child sexual exploitation, a full spectrum of agencies including voluntary and community sector agencies must be engaged.

The role of Children's Social Care

Children's Social Care hold the lead responsibility for responding to children abused through or at risk of sexual exploitation.

In the event that there are immediate concerns relating to the safety and well

being of a child or young person, contact must be made with Children's Social Care via their contact centre as soon as possible, as per **Appendices 1 & 5**. If information comes to the contact centre via the public, the contact centre must consider whether there are immediate concerns for the child's safety, and if so, child protection procedures should be initiated. If child protection procedures are not considered appropriate, the worker, in discussion with the referrer, should consider the risk level and discuss it with their team manager. In ALL cases where CSE concerns are identified, a CSE1 should be completed and sent via the local safeguarding process to the nominated police administration point. (**Appendix 5**).

- When a referral is received regarding a child in the care of the local authority, the allocated social worker must inform their team manager. If this is a child of another local authority then the appropriate local authority must be immediately informed
- If the child is in a residential unit, the staff should be asked to take positive action to clarify and record suspicions and minimise the child's involvement in sexual exploitation
- If the child is in foster care, the social worker and supervising social worker should meet with the foster carer to decide which of the above steps the foster carer could reasonably take

When a case is already allocated to a social worker, concerns may be presented by another professional or by the child's social worker. The risk of harm to the child needs to be re-assessed in the light of the new information, a discussion held with the relevant team manager and the case progressed as above.

This protocol is designed to enable the monthly MACSE meeting to convene to discuss nominees having initially consulted internally to establish the levels of existing intelligence held in respect of threats and risks posed to them. It is designed to ensure that if AT ANY STAGE concerns are such that the child or young person requires immediate support from any agency, then the appropriate referral is made to instigate child protection procedures, as per the local safeguarding policy in that authority area.

The needs of children and young people who are being or are likely to be sexually exploited will change over time. Service responses need to be flexible to respond to these changes. Early intervention is essential to prevent escalation of harm and interventions will then be tailored to respond to the needs of the individual.

The Police Role

To tackle child sexual exploitation, Merseyside Police will undertake to:

- Identify instances of child sexual exploitation
- Assess and manage risk to children and young people to prevent harm and/or reduce the impact of harm
- Undertake criminal investigations and take positive action against abusers

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- Work with partner agencies to support and protect child victims and their families
- Develop intelligence to prevent instances occurring, support investigations and to assist partner agencies to take positive action
- Identify and record themes, patterns and trends in child sexual exploitation

Investigating child sexual exploitation requires a proactive approach to intelligence gathering, so that patterns of abuse and the form it takes, can be identified both locally and on a larger scale. It is vital this information is shared with partner agencies to help identify and protect those at risk, and to identify potential perpetrators. Ensuring that links are made with children and young people who are going missing, or displaying any of the warning signs or vulnerabilities from the checklist (**Appendix 2**), can help to identify and manage risk at an early stage.

It is vital that Merseyside Police work closely with partner agencies to develop a coordinated response to any concerns about child sexual exploitation, ensuring that the child's welfare and safety is the primary consideration when responses are planned.

Role of Health Services

Government guidance on children involved in sexual exploitation, notes:

'Because of the universal nature of most health provision, health professionals may often be the first to be aware that a child may be involved, or be at risk of becoming involved, in sexual exploitation. Children involved in sexual exploitation are likely to need a range of services, including advice and counselling for harm minimisation, health promotion, advice on sexually transmitted diseases and HIV'

Health professionals should be alert and competent to identify and act upon concerns that a child is at risk of or experiencing abuse through sexual exploitation. They have a crucial role in providing support for the physical and mental health of these children.

Where health professionals have immediate concerns using the risk assessment, they should make a referral to children's social care as described earlier.

Where the concerns are not immediate or are unclear, staff should discuss the case with their safeguarding lead. A decision should be made as to whether this would be an appropriate case for the monthly MACSE meeting. If so, then a referral can be made at this point to the police MACSE administration point.

Health staff should offer and/or continue to provide health education, counselling, sexual health and medical intervention to the child as an appropriate part of early intervention.

Health professionals who may be invited to attend child sexual exploitation

meetings include:

- All current health professionals involved with the child, including school nurses, nurses working with children in care, GP's, practice nurses, health workers involved with outreach clinics, sexual health and family planning resources.
- Any previously involved health professionals (recent past) who would have a useful contribution to make to the meeting (i.e. most recent health reports and knowledge of child while at school)
- Health professionals involved in any screening or medicals involving the child who is the subject of the meeting (e.g. Community Medical Officer, GP);or
- When no other health person is involved, current or past, the Trust's safeguarding lead should attend in an advisory capacity

Role of Schools and Colleges

Staff in schools, further education colleges and other education establishments, are uniquely placed to recognise and refer children who are abused through sexual exploitation. They are also in a position to help children to avoid being sexually exploited and to support abused children to recover.

Personal, Social and Health Education (PSHE) programmes can help children make informed and healthy choices about issues such as sexual activity, grooming techniques, drug use and keeping themselves safe.

Schools should also be aware of who is picking up or meeting children at the end of the school day and also be aware of their respective 'E-Safety' processes which help inform children and families on how to be safe online.

Representatives from education have an active role, which is not limited to prevention, but also to sharing information in respect of children and young people with whom they share a great deal of time and experiences. It is anticipated that education will have regular representation at the monthly MACSE meeting and provide, amongst other information, when a child or young person has been missing from education.

Role of the Youth Offending Service

Youth Offending Team/Service practitioners from the five Merseyside YOTs deal with young people who have or are at risk of committing offences, but can also be the victims of sexual exploitation. The expectation in terms of practice is as follows:

- All young people will be managed in ways that reduces their vulnerability/safeguarding need, and any risk of harm they may present through skilled assessment, the delivery of well-targeted and quality interventions and risk/vulnerability management planning. The sharing of information with other key agencies will be central to this
- Recognition of factors, which pose a risk to children's safety and welfare, and the implementation of agency procedures to protect children from harm (MAPPA/MARAC/Child Safeguarding procedures)

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- Provision of services to child victims of serious sexual offences

In conjunction with the other agencies and organisations involved in the MACSE meeting, Youth Offending Teams/Services will be integral to the success of the process in providing and sharing of information and intelligence. It is anticipated that Youth Offending Teams/Services will have regular representation at the monthly MACSE meeting for their geographical area.

Role of Probation

Probation staff will deal with perpetrators, and in some cases victims, of child sexual exploitation, including children. The expectation in terms of practice is as follows:

- All perpetrators will be managed in ways that reduces the risk of harm they may present through skilful assessment, the delivery of well-targeted and quality interventions and risk management planning. The sharing of information with other key agencies will be central to this
- Recognition of factors, which pose a risk to children's safety and welfare, and the implementation of agency procedures to protect children from harm (MAPPA/MARAC/Child Safeguarding procedures)
- Provision of services to child victims of serious sexual offences in conjunction with the other agencies and organisations involved in the MACSE.

Appendices

Appendix 1 Referral flowchart to monthly CSE (MACSE) meeting

Appendix 2 Warning Signs and Vulnerabilities Checklist

Appendix 3 CSE1 Referral form to monthly CSE (MACSE) meeting

Appendix 4 CSE2 Multi Agency Risk Assessment

Appendix 5 Links to Referral forms and Safeguarding Processes for Merseyside

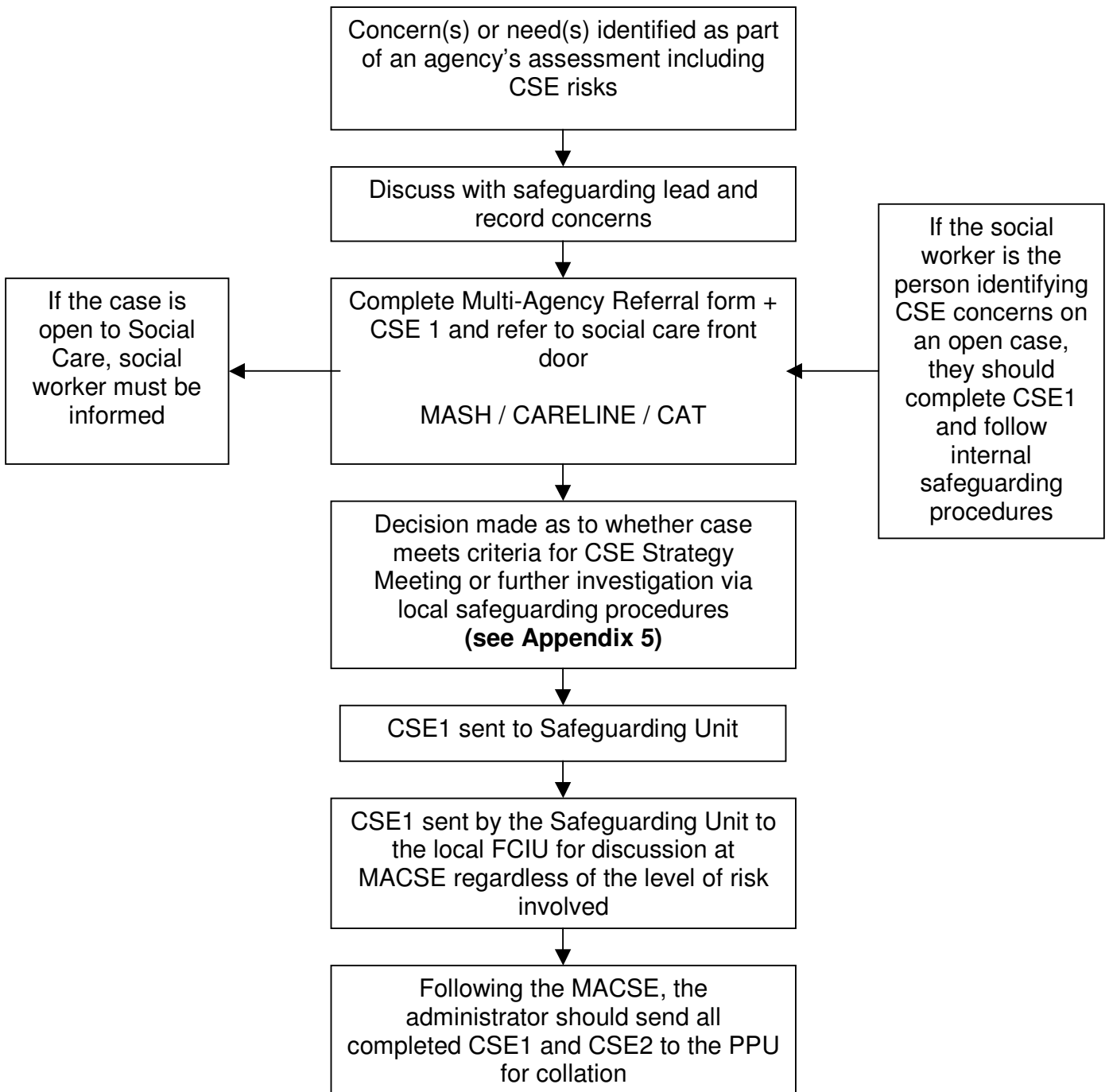
Appendix 6 Legislation relating to CSE

Appendix 7 Flowchart for Information Sharing

Appendix 8 Definitions/Glossary of terms

Appendix 9 Signatories to the protocol

Referral process to monthly CSE meeting (MACSE)



ALL CSE1 forms whether high, medium or low risk should be sent through social care front door for recording, then via the safeguarding unit to the MACSE to ensure ALL CSE information is collated at a central point in Merseyside

Warning Signs and Vulnerabilities Checklist

There are common vulnerability factors in children and young people that can lead to them being more likely to be exposed to sexual exploitation, and common signs and behaviours displayed by those who are already being sexually exploited.

The following are typical vulnerabilities in children prior to abuse:

- Living in a chaotic or dysfunctional household (including parental substance use, domestic violence, parental mental health issues, parental criminality)
- History of abuse (including familial child sexual abuse, risk of forced marriage, risk of 'honour'-based violence, physical and emotional abuse and neglect)
- Recent bereavement or loss
- Gang association either through relatives, peers or intimate relationships (in cases of gang-associated CSE only)
- Attending school with young people who are sexually exploited
- Learning disabilities
- Unsure about their sexual orientation or unable to disclose sexual orientation to their families
- Friends with young people who are sexually exploited
- Homeless
- Lacking friends from the same age group
- Living in a gang neighbourhood
- Living in residential care
- Living in hostel, bed and breakfast accommodation or a foyer
- Low self-esteem or self-confidence
- Young carer

The following signs and behaviour are generally seen in children who are already being sexually exploited:

- Missing from home or care
- Physical injuries
- Drug or alcohol misuse
- Involvement in offending
- Repeat sexually-transmitted infections, pregnancy and terminations
- Absent from school
- Change in physical appearance
- Evidence of sexual bullying and/or vulnerability through the internet and/or social networking sites
- Estranged from their family
- Receipt of gifts from unknown sources
- Recruiting others into exploitative situations
- Poor mental health
- Self-harm
- Thoughts of or attempts at suicide

Any child displaying several vulnerabilities from the above lists should be considered to be at high risk of sexual exploitation. However, children without pre-existing vulnerabilities can still be sexually exploited so any child showing risk indicators in the second list, but none of the vulnerabilities in the first list, should also be considered as a potential victim.

CSE 1

REFERRERS DETAILS

Name Date of referral.....
 Agency..... Job Title.....
 Email address..... Telephone No.....

YOUNG PERSONS DETAILS

Forename(s)..... (M/F)
 Surname / family name(s)..... D.O.B.....
 Ethnicity..... Religion..... Nationality.....
 Home address.....Postcode.....
 Home tel no. Mob / other contact no.....
 GP name..... Surgery.....
 School / nursery.....
 Relationship to suspect.....
 Medical examination **Y/N**

LOOKED AFTER HISTORY

<input type="checkbox"/> Lives with family, no experience of care		<input type="checkbox"/> Lives with extended family, previous experience of care	
<input type="checkbox"/> Care Leaver	<input type="checkbox"/> Foster family	<input type="checkbox"/> Residential unit	<input type="checkbox"/> Secure Accommodation
<input type="checkbox"/> Section 20 - Voluntary	<input type="checkbox"/> Section 31 - Care Order	<input type="checkbox"/> Section 38 -Interim Care Order	<input type="checkbox"/> Unknown

PARENT/CARER/GUARDIAN'S DETAILS **Parental Responsibility? Yes / No**

Forename(s)..... (M/F)
 Surname / family name(s)..... D.O.B.....
 Ethnicity..... Religion..... Nationality.....
 Home address.....Postcode.....
 Home tel no. Mob / other contact no.....
 Occupation.....

PARENT/CARER/GUARDIAN'S DETAILS	Parental Responsibility? Yes / No
Forename(s)..... (M/F)	
Surname / family name(s)..... D.O.B.....	
Ethnicity..... Religion..... Nationality.....	
Home address.....Postcode.....	
Home tel no. Mob / other contact no.....	
Occupation.....	
SIBLINGS / ADDITIONAL VICTIMS / OTHER PERSONS WITH PARENTAL RESPONSIBILITY	
Relationship to young person	
Forename(s)..... (M/F)	
Surname / family name(s)..... D.O.B.....	
Home address.....Postcode.....	
Home tel no. Mob / other contact no.....	
Relationship to young person	
Forename(s)..... (M/F)	
Surname / family name(s)..... D.O.B.....	
Home address.....Postcode.....	
Home tel no. Mob / other contact no.....	
SUSPECTED PERPETRATOR DETAILS	
Forename(s)..... (M/F)	
Surname / family name(s)..... D.O.B.....	
Home address.....Postcode.....	
Home tel no. Mob / other contact no.....	
Has suspect previously breached a court order or police bail? Y / N If Y provide details below	

Child suspects only (under 18 years)

School / occupation.....

Surname / family name(s).....Forename.....

Details of person holding parental responsibility: -

Home address.....Postcode.....

Home tel no. Mob / other contact no.....

CIRCUMSTANCES OF INCIDENT / ANY OTHER INFO

ASSOCIATES OF CHILD / RELEVANT PARTIES
ASSOCIATES OF SUSPECTED PERPETRATOR / RELEVANT PARTIES
IF MISSING WHO WERE THEY FOUND WITH AND WHERE?
LOCATIONS OF CONCERN WHERE YOU BELIEVE CSE IS AN ISSUE
VEHICLES THAT COULD BE LINKED TO CSE AND TO THE CHILD /YOUNG PERSON
TELEPHONE NUMBERS LINKED TO THE CHILD / YOUNG PERSON / SUSPECTED PERPETRATOR

**PLEASE SEND THIS FORM VIA SOCIAL CARE FRONT DOOR TO THE
MACSE (Multi Agency CSE) MEETING**

It is the responsibility of the referring agency to determine whether the referred child's parents are informed that their child will be discussed at the MACSE meeting.

Clearly best practise would always be to inform / consult with parents regarding their children, but this may be detrimental in some cases. It may not always be in the child's best interests to inform parents and each case should be considered on it's own merits.

Multi Agency Risk Assessment

CSE 2

PART 1 REFERRER'S DETAILS	
Name:	
Agency:	
Address:	
Telephone:	
Date Completed:	
PART 2 SUBJECT'S DETAILS	
Family name:	
First name:	
Middle name:	
Alternative name(s):	
Date of birth:	
Address:	
Parent/Guardian	

Tick the statement in each section that most accurately describes the young person. Add the scores at the end of the assessment to identify the level of risk.

<u>Missing</u>	
1 No Missing episodes	
2 Stays out late, no missing episodes	
3 Occasionally goes missing, prolonged episodes or occasionally goes missing, short episodes	
4 Frequent and short missing episodes	
5 Frequent and prolonged missing episodes	

<u>Education</u>	
1 Engaged in full time education, training or employment	
2 Registered in full-time education, irregular attendance or young person is attending PRU/receiving private tuition (full time equivalent) or young person is attending college or a training scheme (part time or irregular attendance) or is employed on a part time basis	
3 Young person excluded from school, no provision being made or young person undertaking some education or training (part-time). Poor attendance or young person is attending PRU/receiving private tuition (not full time)	
4 Not engaged in education, training, or employment, BUT shows an interest in accessing educational or training opportunities	
5 Not engaged in education, training or employment. Shows no interest in accessing, educational or training opportunities	

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<u>Drug Use</u>	
1 No concerns	
2 Some concern about use of drugs	
3 Problematic drug use, of concern	
4 Suspected drug use or dependency	
5 Drug use known – disclosure. Appears to be dependent upon drugs	

<u>Relationship with carers</u>	
1 Significant understanding and good communication	
2 Some mutual understanding and positive communication	
3 Some mutual understanding. Poor communication	
4 Poor and negative communication, some warmth	
5 Poor communication, low warmth, attachment or trust	

<u>Accommodation</u>	
1 Young person is satisfied with accommodation. Meets the young person's needs	
2 Young person is generally satisfied with accommodation. Accommodation meets most of the needs of young person. Some concerns about longer term stability.	
3 Unstable or unsuitable accommodation. Young person is not satisfied with where they are living.	
4 In temporary accommodation	
5 Homeless	

<u>Alcohol Use</u>	
1 No Concerns	
2 Some Concerns about use of alcohol	
3 Moderate alcohol use, increasing concerns	
4 Alcohol dependency suspected	
5 Young person is dependent upon alcohol	

<u>Risk to others</u>	
1 No concerns about placing others at risk	
2 Reduced concerns about influence on other young people	
3 Some concerns raised about influence on other young people	
4 Concerns raised that young person may be exposing other young people to risk	
5 Places other young people at risk	

<u>Rights and risk awareness (sexual)</u>	

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1 Asserts own rights, recognised risk and exploitation	
2 Knows rights and risks in self and others	
3 Some sense of own and others rights	
4 No awareness of own, some sense of others	
5 No awareness or assertions or rights	

<u>Engagement with pastoral network in school</u>	
1 Good engagement	
2 Reasonable engagement, regular contact	
3 Some engagement, occasional contact	
4 Brief engagement, early stages or sporadic contact	
5 Not engaging, no contact	

<u>Sexual Health Awareness</u>	
1 Good engagement with sexual health / no longer at risk	
2 Engaging with sexual health issues / reduced risks to health	
3 Young person is beginning to engage with sexual health issues / decreasing the risk of harm	
4 Minimal engagement with sexual health issues / health is at risk	
5 No engagement with sexual health issues / health is at risk	

<u>Sexual Exploitation</u>	
1 Young person does not place themselves at risk. Concerns appear to relate to 'normal teenage behaviour.'	
2 Some concerns e.g.: the young person has an older boyfriend, but does not appear to be exploited or previous sexual exploitation but now significant protective factors in young person's life reduces risk	
3 Young person remain vulnerable to exploitation but not at immediate risk e.g.: young person has left exploitation and has a new set of peers, but still goes missing. Some protective factors e.g. engaged in education, can assert their rights	
4 Known or suspected exploitation in the past. Urgent and immediate concerns about risk. Young person's lifestyle places them at a high risk e.g.: associating with peers who are sexually exploited, multiple risk taking e.g.: missing frequently and concerns about drugs and alcohol	
5 Young person has disclosed current exploitation, although young person may not recognise it as this. Behaviours and information given strongly suggest exploitation	

RISK THRESHOLD CATEGORY:

Final score for this child / young person is =

Risk Categories

0-11 points =	low risk	GREEN
12-22 points =	low / medium risk	AMBER
23-33 points =	medium risk	AMBER
34-44 points =	medium / high risk	RED
45-55 points =	high risk	RED

Risk threshold category for this child / young person is: (Please circle)

GREEN
AMBER
RED

This Risk Assessment (CSE2) along with the Referral Form (CSE1) should be sent to the PPU for collation as part of the Merseyside problem profile.

Links to Local Safeguarding Processes

CSE concerns should be forwarded to Children's Social Care using the Multi-Agency Referral form used by that local authority area. In addition the CSE1 form should be completed. Links to each local authority area's safeguarding procedures and referral forms are detailed below.

Children's Social Care on receipt of a CSE concern will forward the CSE1 to the relevant police Family Crime Investigation Unit as detailed below.

Liverpool http://www.liverpoolscb.org/reporting_concerns.html

Sefton <http://www.seftonlscb.co.uk/worried-about-a-child.aspx>

Knowsley http://kmbcdev.co.uk/kscb/?page_id=87

St Helens <http://sthelenslscb.org.uk/if-you-have-any-concerns/>

Wirral <http://www.wirral.gov.uk/my-services/childrens-services/local-safeguarding-childrens-board/information-professionals/worried-about-child>

Contact details for Local Family Crime Investigation Unit (FCIU) where CSE1 forms must be sent in advance of the MACSE Meeting

Liverpool North FCIU, Lower Lane Police Station, t/p 0151 777 4586
<mailto:E.BCU.FCIU@merseyside.pnn.police.uk>

Liverpool South FCIU, Admiral Street Police Station, t/p 0151 777 5370
<mailto:F.BCU.FCIU@merseyside.pnn.police.uk>

Sefton FCIU MASH, St Peter's House, Balliol Road, Bootle, t/p 0151 934 4505
B.BCU.FCIU@merseyside.pnn.police.uk

Knowsley FCIU MASH, Huyton Police Station, t/p 0151 777 6637
<mailto:knowsley.vpu.referrals@merseyside.police.uk>

St Helens FCIU MASH, Atlas House, Corporation St, St Helens, t/p 01744 673167
<mailto:D.BCU.FCIU@merseyside.pnn.police.uk>

Wirral FCIU MASH, Municipal Building, Knutsford Rd, Moreton, t/p 0151 777 2081
A.BCU.MFH@merseyside.pnn.police.uk

At the conclusion of each MACSE meeting, the MACSE administrator should forward the completed CSE 1& 2 for each case discussed at the meeting to the Public Protection Unit.

Intelligence Analyst, PPU, Mather Ave, t/p 0151 777 1379

<mailto:Public.protection.unit@merseyside.pnn.police.uk>

Appendix 6

LEGISLATION

Children Act 1989

- Section 17 Children Act 1989 relates to a child considered in need.
- Section 47 Children Act 1989 relates to children at risk of significant harm and the duty of the local authority to investigate the concerns and promote welfare.
- Section 46 Children Act 1989 permits Police Officers to take a child into protective custody for up to 72 hours if they are likely to suffer significant harm, known as P.P.O. (Police Protection Order)
- Section 49 Children Act 1989 – Abduction of Children in care. This offence applies to any child/ young person subject to a care order, emergency protection order or in police protection. This applies even if the child/ young person is 16 or over. A person is guilty of an offence if, knowingly and without lawful authority or reasonable excuse, he
- Takes a child to whom this section applies away from the responsible person
- Keeps such a child away from the responsible person; or
- Induces, assists, or incites such a child to run away or stay away from the responsible person.

Injunction: A type of order issued by Court to stop a person committing an unlawful act. This can be applied for by a parent or the local authority in certain areas. Some injunctions have a power of arrest dependant on the type of act detailed in the application (used or threatened violence)

Section 2 Child Abduction Act 1984 – (Offence)

A person not connected with the child is guilty of an offence if, without lawful authority or reasonable excuse, they take or detain a child under the age of 16 so as to remove the child from the lawful control of any person having lawful control of the child. This offence applies to any child under 16.

Once a potential perpetrator has been identified they can be served with notice requirements under S2 and S49 on behalf of the parent, carer or guardian of the child/young person. The notice clearly states that the individual does not have any permission or authority to allow the young person to enter or stay in their home, vehicle or be in their company at any time of day or night before they reach the age of 18 years.

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It also includes that they must not:

- Allow the young person to enter or stay in their house, flat or place of work;
- Allow the young person to enter/stay in any other property they are present in
- Allow the young person to enter or travel in any vehicle or caravan they own or are travelling in;
- Meet with this young person or allow them to remain in their presence;
- Telephone, text, e-mail or communicate with this young person in any way;
- Contact this young person through any Internet or chat room site.
- Provide this young person with any food, drink, gift or any other item.
- Refuse to allow them to enter the property or vehicle they are in.

If the young person approaches them, they must immediately:

- Ask them to leave
- Contact the Police (0845 125 35 45) if they refuse to leave.

If they do not co-operate with this request and the young person, or any other young person in the care of the Local Authority, is traced to their home or is found in their presence, then they are liable to arrest and prosecution under S49 Children Act 1989 or S2 Child Abduction Act 1984 which carries a maximum sentence of 7 years imprisonment. Alternatively, the Local Authority may seek an injunction against them and any breach of this could lead to their committal to prison.

The Sexual Offences Act 2003

There were a number of changes that relate to sexual exploitation. The items detailed below are intended as a guide to powers that the Police can utilise in certain areas. Criminal charges can be brought against a person who is involved in a sexually exploitative relationship with a child.

In practice, bringing criminal charges against an individual is often difficult, as the required evidence may not be available, usually because the young person does not wish to make what is called a formal complaint. There are, however, actions that could be taken in cases where a complaint is not required from the young person. Any decision to prosecute is made by the Crown Prosecution Service.

The Sexual Offences Act 2003 offences linked to CSE (this list is not extensive, but indicative of the offences which can be linked to CSE)

Rape

Section 1 (Maximum penalty: Life)

Where a male intentionally penetrates the vagina, anus or mouth of another with his penis and the other person does not consent and the male does not reasonably believe that the victim consents.

Assault by Penetration

Section 2 (Maximum penalty: Life)

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If person intentionally penetrates (sexually) the vagina or anus of another with part of his body or anything else without consent to penetration and the offender does not reasonably believe that the victim consents. A man or a woman can commit the offence.

Sexual Assault

Section 3 (Max penalty 10 years 14yrs if the child is under13)

This refers to the intentional sexual touching of another without consent or with no reasonable belief to the consent.

Causing a person to engage in sexual activity without consent Section 4

Intentionally causes another person to engage in a sexual activity without consent or reasonable belief that consent exists. This covers situations where a victim masturbates a third person or performs a sexual act where the offender is a spectator.

What is meant by sexual?

Penetration

Touching (with any part of the body, with anything else and through anything where it amounts to penetration). Any activity if the "reasonable person" test is applied or the action is obviously sexual. There is a requirement to consider the circumstances or the reason for the contact to determine if it was a sexual act (i.e. touching breast for medical reason)

Consent is not valid if:

- Violence or threat of violence to complainant (or another person) at time or immediately before act
- Victim was (but offender was not) unlawfully detained at the time of the act
- Victim asleep or unconscious (any reason i.e. illness)
- Victim unable to communicate non-consent due to temporary or permanent physical disability.
- Any person had administered / caused to be taken a substance by victim in order to stupefy them at time of act.

Where the victim is under 13, CONSENT is not an issue for the above offences. In these circumstances the relevant sections of the Act are 5, 6, 7 and 8.

Under 13's can never legally give consent to sex. The maximum penalty for adults who have sex with under 13's is life imprisonment.

What is the Age of Consent?

The Age of Consent is 16 for all, whether gay, lesbian, heterosexual or bisexual but young person should not be criminalised for consensual sex with each other.

Sexual Activity with a child

Section 9 (Maximum penalty 14 years)

This applies when the offender intentionally touches (sexually) a child under 16 years.

Cause or incite a child to engage in sexual activity

Section 10 (Max penalty 14yrs)

This relates to the offender encouraging or causing a child to engage in sexual activity with another person or inciting them to engage in sexual activity. The sexual activity does not actually have to take place. For example, an offence is committed if a child is offered money to perform a sexual act, even if the child refuses to perform the sexual act. Examples of incitement include promise of reward or persuading the child that the sexual behaviour is acceptable / formal.

Engaging in sexual behaviour in presence of a child

Section 11 (Max penalty 10 yrs)

A person intentionally engages in sexual activity for the purpose of sexual gratification when a child under 16 years is present or in a place where the offender can be observed and knowing or believing that the child is aware or intending that the child should be aware that the offender is engaging in sexual activity. This addresses situations such as an adult masturbating while a child covers his / her face but the offender describes what is happening, or the offender performs sexual act in front of webcam.

Causing a child to watch a sexual act

Section 12 (Maximum penalty 10 years)

Where, for the purpose of sexual gratification a person intentionally causes another to:

- Watch a third person engaging in sexual activity or
- Look at an image of any person engaging in sexual activity
(film / video / photo)

Meeting a child following sexual grooming

Section 15 (Max penalty: 10 years)

Meeting, or travel intending to meet a child under 16 in any part of the world if, having met or communicated with victim on at least 2 earlier occasions a person intends to commit a relevant offence (which doesn't have to take place) or at subsequent meeting. A relevant offence is related to any offence as described in sections above.

Contact can be in person, by telephone, Internet, letter, text message.

There does not have to be sexually explicit content in the contact but this could assist with proving the intent of adult to engage in unlawful sexual behaviour.

Indecent Photographs of Children (Protection of Children Act 1978 and Section 45 Sexual Offences Act 2003)

(Maximum penalty: 10 years)

It is an offence for a person to possess, take, make distribute, show, possess with a view to being distributed, any indecent image of a child. This includes still photographs and computer images. The new legislation extends the act to cover children aged under 18. (Except when there is an existing relationship with the 16 or 17 year old and the photographs remain in their possession).

Prostitution

Section 47

Paying for sexual services with a child when child is under 18 Payment (not just money) made or promised in advance of obtaining a service. This is an arrestable offence but the severity sentence depends on the age of child and activity performed (i.e. under 13 and penetration is life imprisonment)

Section 48

Causing or inciting child prostitution or pornography a person intentionally causes child under 18 into prostitution or to be involved in pornography in any part of the world. This relates to first time recruitment. Causing / inciting must take place in UK but activity can occur in any part of the world. No requirement for prostitution or pornography to be done for gain. (Maximum Penalty: 14 years)

Section 49

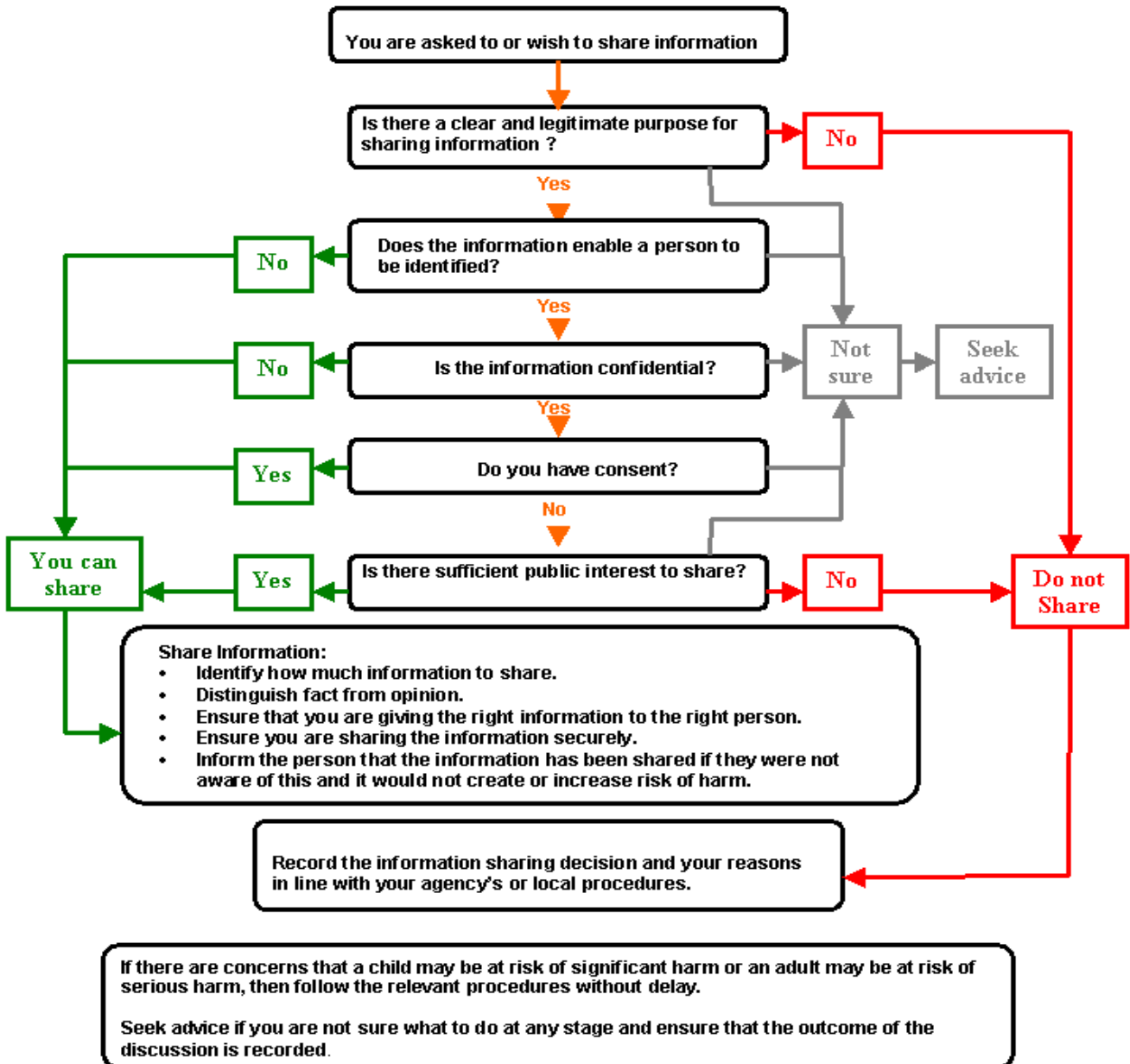
Controlling a child prostitute or child involved in pornography. This can occur in any part of the world. It relates to the offender specifying certain things such as prices to charge, or posing for certain photos. (Maximum Penalty: 14 years)

Section 50

Arranging / facilitating child prostitution or pornography. This covers delivering a child to a location for the purposes of prostitution, making practical arrangements, a landlord knowingly allowing his flat to be used as a location for child prostitution. (Maximum Penalty: 14 years).

FLOWCHART FOR INFORMATION SHARING

Flowchart of key questions for information sharing



DEFINITIONS/GLOSSARY OF TERMS

The following words and phrases used in this document have the following meanings:

ACPO- means Association of Chief Police Officers

Agreement- means this Information Sharing Agreement together with any additional documents referred to or attached as part of this Agreement.

Chief Constable- means the Chief Constable of Merseyside Police

Data Controller, Personal Data, Data Subject, Data Subject Access and Relevant filing System are defined within the Data Protection Act 1998.

Information- means any data or information disclosed under this agreement

MOPI Guidance – Guidance on the Code of Practice on Management of Police Information.

Need to know- is applied on a case by case basis and relates to those who are involved in the sharing of personal data/information and why they need to know about the information to be shared.

ICO- means Information Commissioners Office.

Relevant Filing System- The ICO provides the following guidance.

You can apply the “temp test”. If you employed a temporary administrative assistant (a ‘temp’), would they be able to extract specific information about an individual from your manual records without any particular knowledge of your type of work or the documents you hold?

The ‘temp test’ assumes that the temp in question is reasonably competent, requiring only a short induction, explanation and/or operating manual on the particular filing system in question for them to be able to use it.

See additional guidance as required [ICO relevant filing system information](#)

Necessary quality of confidence- is described in [ICO guidance on necessary 'quality of confidence'](#).

IGM- means Merseyside Police Information Governance Manager.
0151 777 1422

MASH- means Multi-Agency Safeguarding Hub Or Strategic Hub

MACSE meeting- Multi-Agency Child Sexual Exploitation meeting

APPENDIX 9

INFORMATION SHARING AGREEMENT

1.0 INTRODUCTION

- 1.1 The aim of this Agreement is to define the specific purposes for which the Merseyside Police and Partners have agreed to share information; namely to increase the safety, health and wellbeing of victims of/or at risk of **Child Sexual Exploitation (CSE)**, for the prevention and detection of crime and maintenance of community safety.

It is envisaged that relevant information will be shared regarding referrals involving both adults and children where vulnerability is identified. Long established methods of sharing information between agencies has been key to identifying thresholds and suitable referral pathways, it is hoped that the advent of the MASH will enhance the information and intelligence sharing mechanisms that already exist and build upon them.

(Partners to insert other purposes where relevant, see section 2.2)

- 1.2 This Agreement sets out the legal provisions relating to personal data sharing and takes account of the relevant Codes of Practice in respect of the sharing of personal data held by the Merseyside Police (MOPI Guidance, the ACPO Data Protection Manual of Guidance and the ICO Data Sharing Code of Practice).
- 1.3 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'.
- 1.4 Requests for information will be considered on a case-by-case basis in light of this Agreement and the relevant legal parameters identified concerning the sharing of personal data.
It is anticipated that the MASH will enable co-located professionals to make this expedited judgement together and record the decision to share the information, along with the rationale.
- 1.5 Information shared under this Agreement must not be disclosed to any persons who are not Parties to it (including other business areas within the same organisation) without prior consent of the information provider(s), or if there is any risk that the requirements of this Agreement might be breached.

2.0 PURPOSE OF THIS AGREEMENT

2.1 The purpose of this Agreement is to establish the procedures for the lawful, secure and effective exchange of information between the parties, in order to enable the parties to share relevant information in a comprehensive, transparent and consensual manner in the interests of safeguarding children and to work towards the maintenance of community safety and the prevention and detection of crime and disorder.

2.2 This section states that the purpose for parties to share information is:

To increase the safety, health and wellbeing of victims of/or at risk of child sexual exploitation.

Better informed decision making and partnership working to identify and manage risk of serious harm.

Keeping victims safe, promoting safer communities.

Prevention and detection of crime and disorder

Identify and target offenders

Determine if the perpetrator poses a significant risk to any particular individual or to the general community

Jointly construct and implement a risk management plan that provides professional support to all those at risk and that reduces the risk of harm

To identify thresholds and suitable pathways

To enable agreement on appropriate intervention

The Children's Act 2004 emphasises the importance of safeguarding children by stating that relevant partner agencies 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 wellbeing of children in their area.

Wellbeing is defined as relating to a child's:

Physical and mental health and emotional wellbeing (be healthy)

Protection from harm and neglect (stay safe)

Education, training and recreation (enjoy and achieve)

The contribution made by them to society (make a positive contribution)

Social and economic wellbeing (achieve economic wellbeing)

For the purpose of this information sharing agreement the term child means anyone aged 17 and under.

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Accordingly relevant partner agencies are also expected to comply with the requirements of Working Together 2010 and the associated information sharing guidance for practitioners and managers.

3.0 LEGAL CONSIDERATIONS FOR SHARING

- 3.1 The sharing of information must have due consideration with the law relating to confidentiality, data protection and human rights. Cognisance should be given to whether it is reasonable to gain full consent of the Data Subject.
- 3.2 When the consent of a Data Subject is refused or it is not reasonable to seek consent, legal powers must be identified on a case-by-case basis.
- 3.3 There will be consideration of the implications of Article 8 of the European Convention on Human Rights, which provides an individual right to respect for private and family life, home and correspondence. This is a qualified right and where no consent has been obtained, it will be necessary to ensure that the data sharing is in accordance with the law and necessary in a democratic society in the interests of national security, public safety, prevention of crime and disorder. The information to be exchanged must be proportionate for the needs of this Agreement.
- 3.4 The power for Merseyside Police to share information is founded on the Common Law for policing purposes. The Code of Practice on the Management of Police Information (MoPI) defines the policing purposes as:
- Protection of life and property
 - Preserving order
 - Preventing the commissioning of offences
 - Bringing offenders to Justice
 - Any duty or responsibility arising from common or statute law
- 3.5 The Data Protection Act 1998 applies if the information is personal data relating to a living individual and held on computer or as part of a 'relevant filing system' in hard copy material (see glossary). To process information, the Data Controller must ensure compliance with the principles of the Data Protection Act. Specific consideration must be given as to whether the information will be processed fairly and lawfully and for the specified purpose for which it is held.
- 3.6 The joint legal considerations for sharing of information in a MASH.

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First Principle

The first data protection principle states that data must be processed lawfully and fairly and in accordance with a condition in schedule 2 for personal data and a condition in both schedules 2 and 3 in respect of sensitive personal data of the Data Protection Act 1998

A public authority must only share personal data when there is an identified legal power to do so.

If the information to be shared falls into the statutory threshold of section 17 or section 47 of the children's act 1989 then this will provide the legal gateway for the sharing of the information (because of the provisions in section 35 DPA).

Sections 10 and 11 of the Children's Act 2004 places new obligations upon the Police, Local Authorities and Primary Care Trusts to co-operate with other relevant partners in promoting the welfare of children and also ensuring that their functions are discharged having regard to the need to safeguard and promote the welfare of children. This piece of legislation gives the statutory power to share information for the purposes of this agreement.

Although section 29 of the Data Protection Act 1998 does give a power to disclose information, it does not provide a legal obligation to do so. It does state that if not disclosing information would prejudice the prevention/detection of crime and/or the apprehension/prosecution of offenders, personal data can be disclosed. Under this agreement, if not disclosing information to the MASH would prejudice the reasons listed above, organisations are exempt from the usual non-disclosure provisions and may share the information requested. This will be decided on a case-by-case basis.

The conditions for disclosure that are relevant to this document are in Schedules 2 and 3 of the Data Protection Act 1998 and include conditions 3 (legal obligation) and 5 (administration of justice) of Schedule 2, as well as condition 4 (vital interests of the data subject). Schedule 3 conditions 6 and 7 are also relevant to the processing of sensitive personal information and its disclosure.

The Data Protection Act permits the sharing of personal information when it is:

In the vital interest of the data subject, or In the public interest

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Duty of Confidence

Data subjects will have a legitimate expectation that the Police will act appropriately with regards to the sharing of their information for the purposes of preventing harm to or promoting the welfare of vulnerable people. When applying proportionality and necessity to the decision to share this information with partner agencies, the protection of children and/or other vulnerable people would usually fulfill a public interest test as long as that disclosed is relevant and proportionate.

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 test to do so, or the law allows such sharing.

Obtaining consent remains a matter of good practice and in circumstances where it is appropriate and possible, explicit consent should be sought and freely given by the data subject.

However, in many cases the aims of the MASH might be prejudiced if agencies were to seek consent. In such cases the disclosing agency must consider possible grounds to override the consent issue. It is possible to disclose personal information without consent if this is in the defined category of public interest.

The public interest criteria include:

- The administration of justice
- Maintaining public safety
- The apprehension of offenders
- The prevention of crime and disorder
- The detection of crime
- The protection of vulnerable members of the community

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

- Is the intended disclosure proportionate to the intended aim
- What is the vulnerability of those who are at risk
- What is the impact of disclosure likely to be on the individual
- Is there another quality effective means of achieving the same aim
- Is the disclosure necessary to prevent or detect crime and uphold the rights and freedoms of the public
- Is it necessary to disclose the information, to protect other vulnerable

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people

The rule of proportionality should be applied to ensure that a fair balance is achieved between the public interest and the rights of the data subject.

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

Fair Processing

It is a requirement of the Data Protection Act 1998 that all organisations that process personal data should have a fair processing notice, which will inform individuals about how their personal data will be used by that organisation. This notice will cover;

The identity of the data controller

If the data controller has nominated a representative for the purposes of the act, the identity of that representative.

The purpose or purposes for which the data are intended to be processed.

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.

A notice explaining the concept of MASH and how it works in Merseyside will be made available on relevant agency websites.

Section 29 of the Data Protection Act 1998 allows agencies to share information if complying with the fair processing conditions would be likely to prejudice the purposes of the prevention or detection of crime and/or the apprehension and prosecution of offenders. If staff or signatory agencies receive information and they believe that by not disclosing the information the Police will be unable to prevent or detect crime, or the Police will be unable to apprehend or prosecute an offender, then they may fairly share that information with the Police.

Legitimate Expectation

The sharing of relevant information by the Police fulfils a policing purpose, in that it will be done in order to protect life in some circumstances and in others it will fulfill a duty upon the Police provided by statute law, (Children's Act 2004) i.e. cooperation to improve the well being of children.

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

In cases where legitimate consent can be obtained this will be done and individuals will have a legitimate expectation of how their data is going to be used and with whom it will be shared and why.

The information sharing agreement will be published as part of a public authorities publication scheme, in line with the Freedom of Information Act 2000, which provides opportunity for members of the public to understand how personal information may be used within the MASH.

Human Rights Act – 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 in accordance with the law and as is necessary in a democratic society in the interests of national security, public safety or the economic wellbeing 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.

The sharing of information with children's services may be in contravention of article 8, however the benefits of effective sharing of information for the purposes of this agreement are to the direct benefit of the citizen and so are 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 Section 11 of Children Act 2004, a legitimate aim and is the 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 inhumane or degrading treatment.

Proportionate

The amount and type of information shared will only be the minimum necessary to achieve the aim of this agreement. Information is always to be considered in terms of its proportionality in each set of

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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 people and this is something that is necessary and appropriate in a democratic society. Other signatories to this agreement, such as Health and Children's Services also have similar obligations, which are necessary and appropriate in a democratic society.

Schedule 2, Data Protection Act 1998

In addition to the legal criteria set out above, the information sharing arrangement must satisfy at least one condition in schedule two 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 the statute) as there is an implied gateway available for the sharing of information in these circumstances under Section 11 Children Act 2004, which obliges the relevant agencies to ensure that their 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 related to the offence) you must satisfy at least one condition is 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. Children's 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.

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- 3.7 For the purpose of this Agreement, the Parties will be Data Controllers in their own right, as defined under the Data Protection Act 1998 and will be required to comply with the provisions of the Act. Accordingly, it is the responsibility of each Party to ensure that they have appropriate Agreements in place, with regard to the processing of information that is personal data on their behalf.
- 3.8 In addition, under the Data Protection Act, Data Subjects have a right of access to records that are held about them, and further details are set out at Section 8.
- 3.9 The Parties will take account of the common law duty of confidence in respect of identifiable Information.
- 3.10 The common law duty of confidentiality requires that unless there is a statutory provision to use information that has been provided in confidence, it should only be used for that purpose(s) for which the subject has been informed and has consented.
- 3.11 The common law duty is not absolute and can be overruled if the disclosure is in the public interest (e.g. to protect others from harm). The information to be shared within the context of this Agreement will contain information that has been received in confidence by any of the parties to this agreement. Most information given to the Police will carry with it a legitimate expectation by the provider of the information that it will be used in the detection or prevention of crime or for other legitimate policing purposes. Therefore the decision whether or not to share information will be on a case-by-case basis.

It is anticipated that the MASH will enable co-located professionals to make this expedited judgement and record the decision to share along with the rationale.

3.12 **Caldicott Guardian**

As a result of the 1997 report of the review of patient identifiable information chaired by Dame Fiona Caldicott (the Caldicott report), each NHS organisation has appointed a guardian of person based clinical information to oversee the arrangements for the use and sharing of clinical information. Subsequently the requirement to appoint Caldicott guardians was extended into councils with social care responsibilities.

A key recommendation of the Caldicott committee was that every use

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or flow of patient identifiable information should be regularly justified and routinely tested against the principles developed in the Caldicott report.

Principle 1 – Justify the purpose for using confidential information

Principle 2 – Only use it when absolutely necessary

Principle 3 – Use the minimum that is required

Principle 4 – Access should be on a strict need to know basis

Principle 5 – Everyone must understand his or her responsibilities

Principle 6 – Understand and comply with the law

The MASH will operate within Caldicott guidelines.

4.0 RESTRICTIONS ON USE OF INFORMATION

- 4.1 Information must be treated as private and confidential and will not be divulged or communicated to any third parties (including other business areas within the same organisation) without prior consent of the information provider, provided this shall not restrict usage that is necessary for the purposes set out in paragraph 3.4.

Decisions about who needs to know and what needs to be known will be made on a case-by-case basis and should, in every case, be within the constraints of the legal framework shown in 3.6

Decisions made in respect of Child Sexual Exploitation (CSE) cases, actions and associated rationale should be recorded within the minutes of the MACSE meeting utilising the form CSE3.

Staff co-located within the MASH should ensure that spontaneous decisions made within the confines of their hub are documented adequately as to satisfy the regulations herein and in a manner that enable them to be created, stored, managed, audited and destroyed accordingly.

- 4.2 Information will not be matched with any other personal data otherwise obtained from the disclosing party, or any other sources apart from the purpose specified on the request for personal data made to parties to this Agreement unless specifically authorised in writing by the disclosing party.
- 4.3 Access to the Information will be restricted to authorised employees of Partner Agencies to this agreement as approved by Merseyside Police.
Each participating agency is responsible for ensuring that reasonable efforts have been made to establish the trustworthiness and integrity

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of the individuals who process personal and other sensitive information covered by the terms of this protocol.

These individuals must be made aware of the requirement for them to process personal and other sensitive information securely, in compliance with the relative legislation and only for the purposes prescribed by this document.

5.0 WORKING PROCEDURES

- 5.1 All personal data remains the property of the disclosing agency and is the responsibility of the Data Controller. Each of the participating agencies will have a Data Controller, who will be a Senior Officer and ensure that received data is processed only for the purposes for which it was received.

Each partner must appoint a single point of contact (SPOC) who is responsible for administering this Agreement.

If this SPOC is unavailable then the duties can be delegated to a suitably trained person.

Parties co-located within a MASH will be more readily able to manage this process in order that information may flow expeditiously and remain under control within that setting.

- 5.2 All Parties may by agreement in writing change the SPOC(s) identified.
- 5.3 Employees of the Parties will be responsible for processing information in compliance with this Agreement.
- 5.4 The named officers of Partner Agencies will ensure that any requests for information are made in writing using an agreed format.
- 5.5 All parties will maintain an auditable record of all information sharing.
- 5.6 Signatories to the Agreement must review and weed data as per 8.3
- 5.7 In certain circumstances it may be necessary to seek information urgently and in such cases the information may be sought and disclosed verbally. Where this is the case, each Party must keep a record of the request and the response by the completion (in retrospect) of the usual forms.
- 5.8 The data disclosed must be treated as private and confidential and

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will not be divulged or communicated to any third parties (including other business areas within the same organisation) without prior consent of the information provider.

5.9 Any issues arising in respect of the procedures referred to within this Agreement should be referred to the relevant signatories.

6.0 Examples of data that may be shared include:

Name of subject and other family members, their carers and other persons whose presence and/or relationship with the subject is relevant to identifying and assessing the risk to that person.

Age/date of birth of the subject and other family members, carers or other significant person.

Ethnic origin of the subject and other family members, carers or other significant person.

Relevant Police information and intelligence

Relevant School and educational information of the subject and other family members, carers or other significant person.

GP and health records (to include family members where appropriate and relevant)

Relevant ASB data

Relevant data from Mersey Regional Ambulance Service and Merseyside Fire and Rescue Service where appropriate

Relevant Housing and other partnership data relevant to the subject

Relevant information about offenders known to the Probation/YOS services

MARAC information where appropriate

MACSE meeting information and referrals

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.

6.1 The Parties agree to apply appropriate security measures in accordance with principle 7 of the Data Protection Act 1998, which states that “appropriate technical and organisation measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction or damage to personal data”.

6.2 If any party to this agreement becomes aware of a security breach, or breach of confidence in relation to the data covered by this agreement, or breach of terms of the agreement, the party with

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responsibility for the area of activity in which the breach occurred shall:

- Report the breach immediately to Merseyside Police Information Governance Manager
- Report it to the relevant Parties immediately
- Immediately investigate the cause, effect and extent of the breach
- Report the results of the investigation to the other parties without delay
- Use all reasonable efforts to rectify the cause of such breach

Any disclosure of information by an employee, which is deemed to have been undertaken for illegal or otherwise unscrupulous purposes (for instance, actions undertaken in bad faith or for motives of personal gain), will be subject of an investigation and be treated as a serious matter.

Each party will be accountable for any misuse of the information supplied to it and the consequences of such misuse by its employees, servants or agents.

- 6.3 It is the responsibility of all agencies that are signatories to this Information Sharing Agreement to ensure that there are adequate security arrangements in place, in order to protect the integrity and confidentiality of the information that is held.
- 6.4 Agencies who are signatories to this Information Sharing Agreement agree that:
- Each agency is responsible for the safe and confidential storage of case information.
 - Access to agency computer databases is restricted to authorised personnel only.
 - When leaving computers for short periods, users must activate secure screen locks or log off from the password protected application or account that contains personal or sensitive information. When leaving computers for longer periods or when leaving the premises, users must close down their computer accounts.
 - Access to the information must be restricted to users who have the authority to see such information and for the agreed purpose.
- 6.5 Confidential information or intelligence that it is deemed necessary to share with partner agencies must be handled by management level in the partner agencies.
- 6.6 The Parties are required to handle all data received in accordance

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with the protective marking shown, if no marking is shown the data should be handled in accordance with at least **RESTRICTED GPMS** marking. This includes ensuring that all data exchanged as a function of this agreement is stored securely, is only accessible to authorised persons, is not altered, lost or destroyed, is retrieved and transmitted only by properly authorised persons and that the information remains accessible by the organisation for business continuity purposes.

- 6.7 Where data is shared by e-mail the Parties agree to set up a secure e-mail account within the Criminal Justice Extranet.
Recognised secure sites:
- pnn.police.uk
 - gsi.gov.uk
 - gsx.gov.uk
 - gss.net.uk
 - cjsm.net
 - nhs.net
- 6.8 Merseyside Police reserve the right to conduct a site security assessment to establish that an appropriate level of security is provided by the Partner Agency at a time and date convenient to both Parties prior to the commencement of the sharing. If recommendations are made by the Merseyside Police these should be implemented by the Partner Agency prior to the commencement of the sharing.
- 6.9 During the term of this Agreement the Chief Constable reserves the right to undertake a review of security provided by any Party and may request reasonable access during normal working hours to the other Party's premises for this purpose. Failure to provide sufficient guarantees in respect of adequate security measures will result in the termination of this Agreement. Relevant personnel as delegated by Merseyside Police shall undertake these checks.
- 6.10 The Chief Constable may wish to undertake reliability and suitability checks on any persons having access to the Data and further reserves the right to issue instructions that particular individuals shall not be able to participate in the processing of the Data without reasons being given for this decision. Upon request all persons having access to personal data as part of this Agreement will be required to give consent to background enquiries in accordance with Merseyside Police Force Vetting Policy.
- 6.11 The Partner Agency agrees to comply with all reasonable requirements concerning the storage, access or use of any Data as may from time to time be made by the Information Governance

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Manager.

- 6.12 Upon request the Partner Agency will provide the Information Governance Manager with a copy of its documentation describing its security policies and procedures, and working practices prior to commencement of this agreement. Where the standards set out in this agreement differ from those set out in the documentation those affording greater security should be adhered to.
- 6.13 The Partner Agency undertakes not to use the services of any sub-contractors in connection with the processing of the Data without the prior written approval of the Information Governance Manager, furthermore any access to the premises used to process the Data by maintenance or repair contractors, cleaners or other non-authorized persons must be closely supervised to ensure that there is no access to the Data.
- 6.14 Any information security breaches, including threats, weaknesses, incidents of unlawful processing, accidental loss, destruction or damage to data where Merseyside Police is identified as being the data owner or a relevant partner must be reported immediately to the Anti-Corruption Unit using the Information Security Breach Report.
- 6.15 The partners recognise that additional powers to serve assessment notices on public authorities have been granted to the Information Commissioner, which allow access to premises, records and staff etc to inspect security and compliance with the Data Protection Principles. New powers also allow the Information Commissioner to levy fines up to £500,000 for any breaches.
- 6.16 If there are any doubts about the security of the information being shared the Force Information Governance Manager must be consulted.

7.0 INDIVIDUAL RIGHTS TO ACCESS INFORMATION EXCHANGED

- 7.1 The receipt from a Data Subject of a request to access information that includes information provided by Merseyside Police must be reported to the Merseyside Police Disclosure Manager (Information Bureau) within 5 working days and in any event prior to any response to the applicant.
- 7.2 Any request for Information under the provisions of the Freedom of Information Act 2000 (FOI) or the Environmental Information Regulations 2004 (EIR) should be referred to the Merseyside Police FOI Team (Information Bureau) by way of consultation, as soon as

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any signatory to the Agreement becomes aware that the scope of the request includes a request for Information provided by Merseyside Police. However the recipient of the request remains responsible for the FOI response to be provided unless the FOI request is formally transferred.

8.0 REVIEW, RETENTION AND DISPOSAL

- 8.1 This Agreement will be reviewed initially after 6 months from signing and annually thereafter to ensure that it is valid, relevant and up to date.
- 8.2 Any proposed amendments to the Agreement must be notified to the Merseyside Police signatory and must be agreed in writing by the Parties. All amendments and revised Agreements must be forwarded to the Information Governance Manager, Merseyside Police.
- 8.3 Information must not be retained for longer than is necessary for the purpose for which it has been disclosed. Records of information shared will be retained for an initial period of 6 years (as recommended by MOPI). They must then be reviewed to establish any continuing necessity to retain them.
- 8.4 Information will be disposed of securely in line with the each Party's respective record management procedures. If electronic information is to be deleted specific software must be employed to ensure its total erasure.

9.0 AUDIT

- 9.1 The Parties will maintain a complete record of all the data requested by and supplied to other parties. This must include;
 - what information was shared and for what purpose
 - who it was shared with
 - when it was shared
 - justification for sharing
 - reasoning/rationale for not sharing
- 9.2 Parties acknowledge that Merseyside Police reserves the right to audit all processing of the data supplied by them under the terms of this Agreement in order to assess compliance with the Data Protection Act 1998. Upon reasonable notice in writing, the Parties agree to allow access to their premises for this purpose.
- 9.3 The requirement for such an audit will be determined by an assessment of the particular risks to Merseyside Police posed by the processing of data under this Agreement.

10.0 COMPLAINTS

- 10.1 Parties will give all reasonable assistance as is necessary to the

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relevant Data Controller to enable him to:

- Respond to the Information Notices served by the Information Commissioner.
- Investigate any breach of the Agreement.

10.2 If a complaint is received by a third party relating to use of Information that is personal data and the complainant is the Data Subject and it relates to a breach of the Agreement then the complaint should be referred to the signatory of the Party whose action is the subject of the complaint, and that signatory will take appropriate action.

11.0 TERMINATION OF THE AGREEMENT

11.1 Any Party may at any time in writing terminate this Agreement if any Party is in material breach of any obligation under this Agreement or if either Party believes that after reviewing the operation of the Agreement it should be ended or replaced by a new Agreement.

11.2 If an agreement is terminated in respect of a material breach of it, then, the terminating party will provide a written notice of 1 week. Otherwise, one calendar months' notice of termination will be required. During the period of such notice information sharing will not take place with the withdrawing party.

11.3 The obligations of or confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after termination of this Agreement.

12.0 INDEMNITY AND SIGNATURES

12.1 Each agency will keep the other agencies indemnified against any and all costs, expenses, claims and liabilities arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending agency or its employees, agents or any other person with control of the offending agency of any data obtained in connection with this agreement.

**Signatories to the Multi-Agency Child Sexual Exploitation
Protocol**

This protocol is provided to meet the needs of MACSE meeting and the management of associated intelligence and information. It is intended that signatories will use the protocol for this purpose.

<p>Liverpool Local Safeguarding Children's Board</p> <p>Signed</p> <p>Name Howard Cooper</p> <p>Title: Chair Liverpool LSCB</p>
<p>Wirral Local Safeguarding Children's Board</p> <p>Signed</p> <p>Name Bernard Walker</p> <p>Title: Chair Wirral LSCB</p>
<p>St Helens Local Safeguarding Children's Board</p> <p>Signed</p> <p>Name Howard Cooper</p> <p>Title: Chair St Helens LSCB</p>
<p>Knowsley Local Safeguarding Children's Board</p> <p>Signed</p> <p>Name David Hume</p> <p>Title: Chair Knowsley LSCB</p>
<p>Sefton Local Safeguarding Children's Board</p> <p>Signed</p> <p>Name David Sanders</p> <p>Title: Chair Sefton LSCB</p>