

A Memorandum of Understanding

Shropshire Strengthening Families

E-CINS Case Management System

(Supported by the Shropshire Strengthening Families
Information Sharing Agreement)

Description	A generic memorandum of understanding between organisations using E-CINS to assist in the case management of vulnerable children, young people and families in Shropshire.
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The purpose of this Memorandum of Understanding is to underpin the development of what is envisaged will become a long-term partnership and support arrangement between users of the E-CINS Case Management System across Shropshire.

It is envisaged that this Memorandum of Understanding will enhance current partnership information sharing agreements enabled both in primary legislation and through the Shropshire Information Sharing Agreement. It is not intended to create a legal relationship: however it reflects an understanding between organisations using the E-CINS System, outlining a number of basic mutually-accepted expectations and minimum responsibilities.

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1.0 Introduction

E-CINS is a secure, encrypted cloud based case management system; it provides an opportunity for improved information sharing between partners, enabling real-time exchange of relevant information to facilitate quick time problem solving and risk management. Importantly it enables partners to work together and focus on the management of offenders, victims, vulnerable people and others that need the help and support that a multi-agency approach will bring.

For the purpose of this Memorandum of Understanding organisations that have purchased E-CINS from the system provider to manage cases specific to their area of business will be referred to as the 'Lead Agency'. The 'Lead Agency' will have a specific arrangement with the system provider to enable its use of different elements of the system.

The E-CINS licensing agreement does not limit the number of partner organisations that the 'Lead Agency' can authorise to access their E-CINS Scheme. Access to other organisations to individual schemes will be always be authorised and controlled by the appropriate Lead Agency, but the management of E-CINS system users is the responsibility of all organisations that are authorised to access the system. Partner Agencies who are not Lead Agencies must agree to the responsibilities outlined in this Memorandum of Understanding before they are afforded access to individual schemes.

2.0 The Aims of this Memorandum of Understanding

The aim of this Memorandum of Understanding is to set out mutually-accepted expectations that reflect an understanding between partner agencies that use E-CINS an online case management system. The Memorandum of Understanding aims to provide guidance on how each organisation will use E-CINS in a consistent, efficient and lawful way to enable the effective management of cases in a cross-partnership environment. Implicit in this MoU is the mutual respect for each organisations values and objectives and the presumption of adherence to primary legislation in respect of information sharing and human rights. This Memorandum of Understanding will:

- 1.1 Identify scope and who the document applies to

- 1.2 Define in this instance what a Memorandum of Understanding is
- 1.3 Define and identify the responsibilities 'Lead Agencies' and Authorised Organisations in respect of E-CINS Schemes
- 1.4 Enable common, effective and efficient cross partnership case management that supports the lawful, appropriate and timely sharing of information between organisations
- 1.5 Improve connectivity and communication locally, countywide and nationally in relation to Offenders, Victims, Vulnerable People and other members of the community in need of multi-agency support
- 1.6 Ensure that partners understand their responsibilities in terms of data sharing

3.0 The Scope of this Memorandum of Understanding

This Memorandum of Understanding will apply primarily to organisations who have signed up the Shropshire Strengthening Families through Early Help Information Sharing Agreement, the 'lead agency' and those organisations who are authorised by the 'Lead Agency' to access E-CINS Schemes operating in Shropshire.

4.0 Definitions

4.1 Memorandum of Understanding

For the purpose of this document a memorandum of understanding is an agreement between organisations using the E-CINS Case Management System in Shropshire that outlines in simple terms mutually-accepted expectations and minimum responsibilities when using the system. It places no expectation on organisations to share any information that it is not within their authority to share.

4.2 A Lead Agency

For the purpose of this Memorandum of Understanding the 'Lead Agency' is Shropshire Council Strengthening Families.

4.3 An Authorised Organisation

For the purpose of this Memorandum of Understanding an authorised 'Organisation' will be an organisation or collection of agencies statutory or

otherwise who have agreed to support cross-partnership case management by using E-CINS in a way that is agreed with the Lead Agency who has authorised their access.

5.0 Lead Agency Responsibilities

The lead agency will have the same responsibilities in relation to their use of E-CINS that apply to all authorised organisations who are able to access the system. They do however have an overarching responsibility in managing the access to E-CINS by other authorised organisations, these are:

- 4.1 A responsibility for authorising and controlling other organisations granted access to their respective E-CINS Scheme
- 4.2 A responsibility for ensuring that other authorised organisation agree to this Memorandum of Understanding and the responsibilities set out within it
- 4.3 A responsibility for the development of this Memorandum of Understanding and the E-CINS System by representation through the E-CINS User Group

6.0 Generic Responsibilities of all Organisations using E-CINS

There are a number of generic responsibilities that apply to the Lead Agency and other authorised organisations. An appropriate manager from each organisation must acknowledge the mutually-accepted expectations set out in this Memorandum of Understanding. The Lead Agency will retain signed copies of this Memorandum of Understanding from any organisation that forms part of their respective schemes.

All organisations must agree to comply with the generic responsibilities of E-CINS users, these are:

- 6.1 A responsibility for ensuring compliance with legislation in respect of the handling and sharing of information in accordance with primary legislation and where appropriate the 'Shropshire Strengthening Families Information Sharing Agreement'
- 6.2 A responsibility for ensuring any data inputted onto to system is accurate and is retained in accordance with organisation policy

- 6.3 A responsibility for identifying any specific risk that could impact on the safety of any other person and ensuring that it is recorded on E-CINS
- 6.4 A responsibility for designating at least one Administrator for E-CINS who will be responsible for adding users, setting access levels and editing and de-activating all users within their organisation
- 6.5 A responsibility for maintaining a register of E-CINS users relative to their area of business and provide it at the request of the lead agency
- 6.6 A responsibility to inform the lead agency if a member of staff leaves the organisation or changes role and to ensure that access to E-CINS is withdrawn immediately
- 6.7 A responsibility for identifying a suitable person to represent their organisation at the E-CINS user group meetings
- 6.8 A responsibility to ensure that users within their respective organisations will not share any information contained within E-CINS owned by others without the express permission of the owner of that information with the exception of any identified risk which will be routinely shared

7.0 Entry of Data onto E-CINS

Organisations authorised to access specific E-CINS Schemes will agree their level of use of the system with the 'lead agency'. This will detail what if anything they input onto the system, and how frequently this is done.

It is an individual user's responsibility to identify who it is appropriate to share information with in accordance with primary legislation and local agreements.

7.1 Consent

Where consent is required it will be the responsibility of the lead agency, or organisation authorised to access the scheme to put in place processes that capture and record that consent in accordance with legislation and local agreements.

8.0 E-CINS Managing Risk

8.1 Risk Assessments

Organisations will agree to share any information relevant to the risk an individual poses to the community or themselves. **Any significant immediate risk of harm must be brought to the notice of the 'Lead Agency' through normal reporting processes.**

8.2 Health & Safety

Care should be taken when dealing with individuals, in particular offenders who are being case managed using E-CINS. Profiles will routinely show any risk offenders might pose to others, but this should not be taken as the only indication of threat. Organisations who receive any information that leads them to believe an individual poses a significant threat should contact the appropriate lead agency immediately.

9.0 Information Sharing & System Security

9.1 Information Sharing

It is the responsibility of all organisations to manage the use of E-CINS in their respective business area. Information Sharing is recognised as an essential part of partnership working and must be carried out in accordance with clear and agreed guidelines. These guidelines are explained in more detail in the Shropshire Strengthening Families Information Sharing Agreement which provides a good practice framework for the exchange of information between organisations. Before organisations can disclose information it must be established that they have the authority and legal power to do so.

Personal data will be exchanged only where necessary and appropriate to meet agreed objectives. It is imperative that partners recognise their responsibilities under the Data Protection Act 1998 to ensure that personal data is processed in accordance with the Act and shall have in place appropriate policies and procedures to ensure that personal information is used only for the specified purpose.

9.2 System Security

Any improper use of the system should be dealt with according to local policy. Any breaches of security or data protection should be reported immediately to

any line manager. Improper use and breaches of data security that are identified in organisations authorised to use E-CINS must always be brought to the attention of the appropriate Lead Agency. A contingency plan has been compiled to deal with any issues that arise from the misuse of E-CINS, the loss of data and data protection and security breaches. This is held by Lead Organisations and is available to all authorised organisations on request.

10.0 E-CINS Training

E-CINS has been developed to ensure that it is relatively straightforward to use. All ECINS administrators and professionals who require access to ECINS **MUST** complete the relevant level of training before being given authorised access. Written confirmation of completion should be logged with the Lead Agency. As part of the Memorandum of Understanding the Lead Agency will provide support if required to other organisations that they authorise join their scheme. The Lead Agency will not be responsible for providing training to other authorised organisations in respect of data protection and information sharing.

To ensure data security and the integrity of individual schemes any organisation who adds information to the system must ensure that their users fully understand how ‘access control’ works on the system.

11.0 E-CINS Cross Partnership Tasking

E-CINS has a tasking function that may become more useful as an increasing number of organisations sign up to the system. Notifications of tasks are sent by e-mail to the users specified contact e-mail address as well as being logged on the system. It is the responsibility of individual users to ensure that E-CINS is checked regularly and that they set ‘out of office’ when away from work. This will ensure nothing is overlooked or delayed due to absence.

Information that indicates that an individual presents a significant risk to themselves or others must not be submitted through an E-CINS task or report alone; personal contact must always be made with the appropriate lead agency or in an emergency by contacting the police through normal processes. The use of tasking is by agreement between organisations.

12.0 Memorandum of Understanding Development

It is recognised that the use of E-CINS as a case management system in Shropshire may increase and that this document may need to change to reflect as yet unknown factors. The development of the Memorandum of Understanding will be managed through the Shropshire E-CINS User Group given the increasing use of E-CINS as a case management system across Shropshire that this document may need to change to reflect as yet unknown factors. The development of the Memorandum of Understanding will be managed through the Shropshire E-CINS User Group.

13.0 Shropshire E-CINS User Group

To ensure that partners use the E-CINS Case Management System in such a way that maximises its value to the communities of Shropshire, the Lead Agency and Authorised Organisations will agree to be part of a Shropshire E-CINS User Group. The purpose of this group will be to further develop the use of the system, periodically review the Memorandum of Understanding and agree any system changes that would benefit Shropshire Schemes.

14.0 Version Control

This Memorandum of Understanding is dated ; the document will be reviewed at each E-CINS User Group Meeting and in any case at six month intervals.

Version 1.0	1st September 2015

E-CINS Memorandum of Understanding Register of Lead Agencies & Signatories

The undersigned Lead Agencies agree to the conditions and responsibilities set out in this Memorandum of Understanding. (This appendix will be maintained by the Shropshire Council and reviewed periodically by the E-CINS User Group)

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Organisation	
Scheme Contact	
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E-CINS Memorandum of Understanding Register of Authorised Organisations & Signatories

Scheme Name	
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The undersigned agree to the conditions and responsibilities set out in this memorandum of understanding. (This appendix is to be maintained by individual Lead Agencies for their respective scheme)

Signature	
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