

**Missing from Care**

**Memorandum of Understanding (MoU)**

**Between**

Essex Police and Southend, Essex, Thurrock Children’s Social Care

**And**

Residential Care Home/16+ Supported Living Provider /Local Authority Foster Care Provider/Independent Foster Care Provider

**(Approved by Southend, Essex, and Thurrock Local Safeguarding Children Boards)**

**October 2021**

**Version 0.2**

**Memorandum of Understanding (MoU)**

A memorandum of understanding (MoU) describes an agreement between two or more parties and expresses the parties’ common objectives, leading to establishing a working relationship. It is a formal record of high-level commitment and agreement between organisations.

This MoU describes the general principles of the agreements and the working relationships but this does not amount to a substantive contract.

Where there is a requirement to share personal information as a result of an MoU, there should be a separate information sharing agreement (ISA) which supports that MoU. The parties have determined that they do not exchange sufficient quantities of personal data to warrant entering into a separate data sharing agreement, but this will be kept under review.

Parties responsible for managing the MoU will maintain an open dialogue between each other in order to ensure that the MoU remains effective and fit for purpose. They will also seek to identify any difficulties in the working relationship, and proactively seek to minimise these where applicable.

Compliance with this MOU is required as per the Southend, Essex, Thurrock (SET) procedures.

Providers may be subject of checks to ensure that requirements of this MOU are complied with.

This MoU should not be interpreted as imposing a requirement on either party to disclose information in circumstances where doing so would breach their statutory responsibilities. In particular, each party must ensure that any disclosure of personal data pursuant to these arrangements fully complies with both the UK General Data Protection Regulations (GDPR) and the Data Protection Act (DPA) 2018. The MoU sets out the legal basis, but it is for each party to determine for themselves that any proposed disclosure is compliant with the law.

**Missing Persons**

Missing persons strategies and responses should be focused on multi-agency working and should be focused on preventing people from going missing. Understanding the reasons why an individual went missing may help to prevent future harm to those individuals.

Definition of Missing

*Anyone whose whereabouts cannot be established will be considered as missing until located and his or her well-being confirmed.*

*(College of Policing Authorised Professional Practice guidance)*

Definition of a Child

*A child is anyone who has not yet reached their 18th birthday (SET Procedures).*

**Administration**

The organisations below are signatories to this MoU.

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| --- | --- | --- | --- | --- |
| **Organisation Name** | **Address** | **Residential care Home / 16+ Supported Living Provider / Foster Carer (or Independent Provider)** | **Contact Telephone Number** | **Email Address** |
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1. **I****ntroduction**

Missing children are amongst the most vulnerable in our community. This Memorandum of Understanding (MoU) sets out the partnership working relating to children who run away or go missing from care homes, 16+ supported living provisions or residential and foster placements. By working together effectively, it will be possible to prevent or reduce the frequency of children running away from home or care. Consequently, children living in Essex will be safer.

This document should be read in conjunction with the Southend Essex and Thurrock (SET) Child Protection Procedures. It should also be read in conjunction with local guidance in relation to children who are missing, and those children whose whereabouts are known, albeit not authorised.

1. **Responsibilities – Care Providers**

**Authority Care Home Provider(s), 16+ Supported Living Provider(s) and Foster Carer(s) responsibilities – *This list is not exhaustive.***

2.1 As soon as practicablethe provider / carer should inform the Essex Police Missing Person Liaison Officer (MPLO) of the placement of any child *at risk of going missing*. If details are not known by the provider / carer, these can be obtained from the social worker for the child.

2.2 A child defined as *at risk of going missing* under the terms of this Memorandum of Understanding is a child with previous missing episodes and / or concerns in relation to Child Sexual Exploitation, Gangs, Criminal Exploitation, Trafficking, Honour Based Abuse, Forced Marriage, Female Genital Mutilation (FGM) and Radicalisation. A child is also *at risk of going missing* if placed into the county of Essex by another Local Authority.

2.3 Unaccompanied Asylum-Seeking Children (UASC) may be subject of trafficking offences in order to get into the UK. Once in the UK, they may be further trafficked and exploited. The sharing of information to police for all UASC placed in care is essential. Trafficking can be the movement, transportation, transfer or harbouring of children across continents, countries, and borders for the purpose of exploitation of any kind. Trafficking can also be across counties, towns, or within a local area, for the purpose of exploitation. It is important to note that any child could be trafficked within the UK for the purpose of exploitation. It is important to hold in mind the possibility that your missing child might be at risk of trafficking.

2.4 The Childs Social Worker should complete a “Preparing for Missing” form at the placement planning meeting, if not before, in conjunction with the placement provider. Once completed this can be sent by **secure email** to missingpersonliaisonofficers@essex.pnn.police.uk – The live copy to remain with the carer / care placement.

1. **Responsibilities - When the Child goes missing:**

3.1 At a placement planning meeting the provider / carer, child and social worker will agree a time for them to be home after school / college and in the evenings / weekends. This will be done taking account of the child’s age, level of understanding, development, vulnerability, and in light of known risks to the child.

3.2 If the child does not return within the agreed time frame, the provider / carer is required to take active steps to locate the child e.g. searching the home or locality, making contact with the child by phone, text and social media and visiting or telephoning the child’s friends, and unless reason not to, their family. If the provider / carer knows where the child is and there are assessed to be no known risks – for instance, the child is at the address of a known friend and is assessed to be genuinely running late – the provider / carer will agree a time with the child to return, or arrange to collect them. Unless there are health and safety reasons not to, the provider / carer will arrange with the child to go to the address and collect them, as would be the case if the child were the provider / carer’s biological child. This must be completed where practicable prior to calling police. If a child is likely to be at an address where they may be at risk of harm from the occupants or others associated with the occupant, the police will be called and the assessment of risk explained.

3.3 If the child is considered to be missing, the provider / carer is expected to then report the child missing to the police. They should provide information to the police informing of any checks already completed by them and any known risks around the missing episode.

3.4 The provider / carer is expected to continue to look for the child and make enquiries to help locate the child whilst missing, keeping the police and social worker updated (and out of hours services where relevant). Any new information must be relayed to police

as soon as possible, as this may lead to further enquiries that police can undertake.

3.5 If it is thought that the child is at risk by being at a known place, or with an individual who may be putting that child at risk and there are concerns that the provider / carer would be put at risk should they try and retrieve the child, then the police should be informed in order to act upon that information.

3.6 Once the missing child has been reported to the police any new information should be communicated by the provider/ carer by telephoning 101 and quoting the incident number you will have been provided. This must be passed to police as soon as possible, as officers will continue to search for the child until informed of their return.

3.7 Any new relevant information or a change of risk to the child should be updated on the planning for missing form as and when they occur and the Missing Person Liaison Officer informed, this is a live document. Any additional friends and associates of the child should also be noted as well as being shared with the social worker.

1. **Responsibilities - When the Child is found**

4.1 When the child is found by the provider/ carer, or if the child returns of their own accord, the provider/ carer must notify the police immediately. The social worker (or out of hours service) must also be informed. Do not delay this action under any circumstances, as the child will remain classified as a missing person until seen, along with efforts from police to locate the child.

1. **Responsibilities – Essex Police**

**Essex Police responsibilities – *This list is not exhaustive.***

5.1 On receiving a report of a missingchild, Essex Police will classify the child as missing. Essex Police, in collaboration with the child’s social worker or out of hour’s service, will assess the level of risk faced by the child; this will be based on all of the available information.

5.2 Essex Police will respond to missing children, based on the level of risk to the child and/or the level of risk the child poses to others.

5.3 Essex Police will conduct a vulnerability interview for all children who have been missing and have returned. It may be that the child refuses to engage or speak with police. On these occasions the carer can assist by reporting to officers their observations on the child’s return, e.g. did the child shower, have gifts, appear unwell or under the influence of any substance, etc.

5.4 Each child that returns from missing will be offered an independent return from missing interview by a person not involved in their care. This will be facilitated by the Local Authority with responsibility for the child.

5.5 Essex Police are to feedback to the placing authority any concerns they have about the Care Home Provider / 16+ Provider / Foster carer.

1. **Care Planning and Review**

6.1 If a child has an established pattern of absence it would be expected some form of intervention should take place. The provider/ carer should consider whether this pattern is an indicator of vulnerability and whether any action can be taken to mitigate the risk of further missing episodes. Remember to update the ‘planning for missing’ form with any patterns and suspected vulnerabilities.

1. **How the sharing can be legally justified**

The legal basis for sharing information between the parties is in accordance with the UK-GDPR Article 6, 1(e):

*Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.*

Furthermore the processing of special category data is done so in accordance with the UK-GDPR Article 9 (g):

*Processing is necessary for reasons of substantial public interest, on the basis of domestic law, which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide suitable and specific measures to safeguard the fundamental rights and interests of the data subject domestic law;*

The substantial public interest condition as defined in the Data Protection Act 2018, Schedule 1, Pt 2, 18:

*Safeguarding of children and individuals at risk*

**Other Relevant Legislation and Guidance**

The Children’s Act 1989

Protocol 1.9 - Sharing Information in Order to Safeguard and Promote the Welfare of Children.

*‘Information sharing is also essential for the identification of patterns of behaviour when a child*

*has gone missing when multiple children appear associated to the same context or locations of*

*risk, or in relation to children in the secure estate where there may be multiple local authorities*

*involved in a child’s care’.*

The Children’s Act 2004

*‘The statutory guidance on Section 10 of the Children Act 2004 makes it clear that effective*

*information sharing supports the duty to cooperate to improve the well-being of children’.*

SET Safeguarding and Child Protection Procedures 2019

*‘Effective sharing of information between practitioners and local organisations and agencies is*

*essential for early identification of need, assessment and service provision to keep children safe’*

Completion of the Planning for Missing form is required for **all** children who are considered to be *at risk* of going missing including those placed in care from another Local Authority. The receiving authority and placing authority must, where possible, ensure this information is available.

1. **Method of Exchange and Security**

8.1 Each party is responsible for ensuring that their organisational and security measures protect the lawful use of information shared under this MOU. This document should then be treated as a live document and any professional can update it with new relevant information. It will be the carer / care placements responsibility to ensure the most up to date report is at hand, should it be required.

8.2 Appropriate security measures shall be agreed to protect information transfers in accordance with the sensitivity of the information and any classification that is applied by the sender.

1. **Retention of shared information**

9.1 There is a recognised need for a proactive approach in relation to children who are identified as being at risk of harm. In line with UK GDPR guidelines information is retained for a period of 6 years, with a review of that information at 18 months.

1. **Confidentiality and Data Breach Reporting**

10.2 Where confidential material is shared between the parties it will be marked with the appropriate security classification.

10.3 Where one party has received information from the other, it will consult with the other party before passing the information to a third party or using the information for the purposes of an enforcement or other legal proceeding.

10.4 Where confidential material is obtained from or shared by the originating party is wrongfully disclosed by the party holding the information, this party will bring this to the attention of the originating party without delay. This is in addition to obligations to report a personal data breach under the UK GDPR and/or DPA 2018 where personal data is contained in the information disclosed.

10.5 The Partners agree to have robust data breach reporting policies in place, and adhere to them, so that all personal data breaches are reported immediately to staff responsible for managing data breaches when such breaches become apparent. Further, Partners accept that:

*A “personal data breach” is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal information which we have transmitted or stored or processed.*

10.6 If the personal data breach occurred in the course of information being shared under this MoU, then the organisation/public body who discovers the breach must immediately inform the other Partners involved in the sharing or disclosure of the personal data, particularly the partner who originally shared the information.

10.7 Personal data breaches should trigger a review of this MoU.

1. **Signatories of this agreement**

By signing this MoU, all signatories acknowledge and accept the requirements placed upon them and others within their organisations by the MoU.

Upon signing and *Planning for Missing form*, please state you name, organisation, position held or role and date of signing below and return by secure email to; [missingpersonliaisonofficers@essex.pnn.police.uk](mailto:missingpersonliaisonofficers@essex.pnn.police.uk) and the responsible local authority.

*Any further questions should be directed to the above email address.*

**Name:**

**Organisation:**

**Position Held / Role:**

**Signature:**

**Date:**

**Name:**

**Organisation:**

**Position Held / Role:**

**Signature:**

**Date:**

**Name:**

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**Position Held / Role:**

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