To: Chairman, Ladies and Gentlemen

Integrated Family Support Service (IFSS)

PURPOSE OF THE REPORT:
To seek Cabinet approval for the partnership agreement in support of the IFSS.

1.0 INTRODUCTION AND BACKGROUND

1.1 Cabinet members will be aware from the report to Cabinet in September 2010 that IFSS has its origins in the WAG Vulnerable Children Strategy. The legislative framework is the Children and Families (Wales) Measure, which was introduced in the Welsh Assembly on 2\textsuperscript{nd} March 2009. It was underpinned by regulations, which came into effect in early 2010 on the basis of new powers devolved to WAG.

1.2 The Measure requires all local authorities to establish Integrated Family Support Teams (IFST) to provide services to families whose children are at particular risk as a result of adult focused concerns such as substance misuse, domestic violence, and adult mental health. It also provides duties on the Local Health Board jointly with the local authority to establish and resource an IFST.

Provisions include functions, staff (core member of team, professional and occupational standards and registration requirements) and arrangements for establishing and resourcing IFST including strategic direction by an IFSS Board who has specific statutory duties in relation to the IFSS.

The IFST is a multi-agency team whose function is to deliver evidence-based interventions direct to families where children are at serious risk of being the subject of care proceedings. Crucially this is not seen just as the creation of a specialist team but a mechanism to being about the greater integration of service response across health and social care for adults and children. The IFST will have a service development role with the wider provision in ensuring both response and skills are in a form that will have maximum impact on the families of concern.
1.3 On 24th August 2009 the Welsh Assembly Government confirmed that Rhondda Cynon Taff and Merthyr Tydfil would be one of only three areas (together with Wrexham and Newport) that would be given pioneer status in delivering this new model of provision. The Merthyr Tydfil and RCT pioneer being the only collaborative arrangement working in partnership with the Cwm Taf Health Board.

1.4 In summary IFSS aims to provide a highly skilled, multi-disciplinary team to intervene with families referred by Children’s Services from Rhondda Cynon Taff and Merthyr Tydfil who present a high level of need and risk due to parental/carer substance misuse in order to reduce the level of risk and ensure positive outcomes for the most vulnerable children. This will be achieved through a sustained and system-wide focus on delivering quality services based on robust evidence of effectiveness and best practice. A primary focus of the IFSS will also be to provide consultation and advice to the wider workforce utilising the knowledge, skills and experience of the IFST staff to provide ‘an engine for system change’ in work with the most vulnerable children and families.

2.0 PARTNERSHIP AGREEMENT

2.1 The partnership agreement attached as Appendix 1 to this report has been developed in consultation with colleagues from RCT and Cwm Taf. The Authority’s legal department has been fully engaged in the process and have confirmed that this agreement accurately reflects the Councils obligations under the Measure/Regulations.

3.0 FINANCIAL IMPLICATIONS

3.1 There are no immediate financial implications for the Authority as the initiative is funded 100% by the Welsh Assembly Government in the form of a specific grant. Grant funding has been confirmed for the period up to March 2013.

3.2 Further reports will be brought to Cabinet/Council as necessary regarding the ongoing long term arrangements that will apply together with any ongoing cost implications.

4.0 EQUALITY IMPACT ASSESSMENT

4.1 There are no adverse equality impacts associated with this report.

5.0 RECOMMENDATION

5.1 That Cabinet approve the Partnership agreement attached as Appendix 1 to this report.

GIOVANNI ISINGRINI
DIRECTOR OF SOCIAL SERVICES AND SOCIAL REGENERATION
<table>
<thead>
<tr>
<th>Title of Document(s)</th>
<th>Document(s) Date</th>
<th>Document Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFSS PID</td>
<td>17.11.09</td>
<td>MW</td>
</tr>
<tr>
<td>IFSS Application</td>
<td>03.12.09</td>
<td>MW</td>
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<tr>
<td>IFSS Communications Strategy</td>
<td>14.01.10</td>
<td>MW</td>
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<tr>
<td>IFSS Team Framework</td>
<td>15.02.10</td>
<td>WAG</td>
</tr>
<tr>
<td>IFSS Briefing Sheet</td>
<td>16.02.10</td>
<td>WAG</td>
</tr>
<tr>
<td>IFSS Implementation Monthly Progress Reports</td>
<td>07.01.10, 07.02.10, 07.03.10, 07.04.10, 07.05.10, 07.06.10</td>
<td>MW</td>
</tr>
<tr>
<td>Outline Specification for the Evaluation of the IFS Team</td>
<td>12.04.10</td>
<td>WAG</td>
</tr>
<tr>
<td>IFSS Marketing Action Plan</td>
<td>05.05.10</td>
<td>MW</td>
</tr>
<tr>
<td>Grant Funding for the IFSS</td>
<td>15.06.10</td>
<td>MW</td>
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<tr>
<td>Vision, Values Evaluation Strategy</td>
<td>08/10</td>
<td>MW</td>
</tr>
<tr>
<td>Cabinet Report</td>
<td>September 2010</td>
<td>TKH</td>
</tr>
</tbody>
</table>

Consultation has been undertaken with Executive Board in respect of each proposal(s) and recommendation(s) set out in this report.
DRAFT

DATED ................................................................. 2011

CWM TAF LOCAL HEALTH BOARD and
MERTHYR TYDFIL COUNTY BOROUGH COUNCIL and
RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL  (The Parties)

AGREEMENT

FOR THE PROVISION OF A INTEGRATED FAMILY SUPPORT TEAM AND
INTEGRATED FAMILY SUPPORT BOARD FOR THE AREAS OF MERTHYR TYDFIL
AND RHONDDA CYNON TAFF FOR A PERIOD OF THREE YEARS FROM 1ST
SEPTEMBER 2010 TO 1ST SEPTEMBER 2013

Dated October 2010
THIS AGREEMENT is made the day of 2011

BETWEEN CWM TAF LOCAL HEALTH BOARD of Dewi Sant Hospital, Pontypridd CF37 1LB (the Health Board) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL of Civic Centre, Castle Street, Merthyr Tydfil, CF47 8AN (“Merthyr”) and RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL of The Pavilions, Cambrian Park, Clydach Vale, Tonypandy CF40 2XX (“RCT”) (hereinafter called “the Parties”)

WHEREAS:

(i) The Children and Families (Wales) Measure 2010 (the Measure) has been passed by the National Assembly for Wales.

(ii) Part 3 of the Measure and Regulations to be made thereunder require the establishment of Integrated Family Support Teams and Integrated Family Support Boards.

(iii) Two or more local authorities acting together may establish an integrated Family Support Team and an Integrated Family Support Board for both their areas and a Local Health Board must participate in the establishment and assist in the discharge by a local authority of its functions under Part 3 of the Measure.

(iv) RCT, Merthyr and the Health Board wish to establish a Pilot Integrated Family Support Service for both their areas and the Health Board will participate and assist as required by Part 3 of the Measure.

(v) This is an Agreement for a period from 1st September 2010 to 31st March 2013.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement:

1.1.1 “Agreement” means this agreement including Schedules.
1.1.2 “Agreement Period” means the period from 1st September 2010 to 31st March 2013.

1.1.3 “Board Objectives” means the objectives of Integrated Family Service Board as set out in Part 1 of Schedule 2.

1.1.4 “Board Functions” means the functions of the Integrated Family Services Board (IFSB) as set out in Part 2 of Schedule 2.

1.1.5 “Integrated Family Support Service” (IFSS) means a family focused service provided by the Integrated Family Support Board and the Integrated Family Support Team within the areas of RCT and Merthyr to enable parents to achieve the necessary behavioural changes that will improve their parenting capacity and will engage the extended family in the process of that change.

1.1.6 “Integrated Family Support Board” (IFSB) means the IFSB for the areas of RCT and Merthyr comprising of the members set out in Schedule 1.

1.1.7 “Integrated Family Support Team” (IFST) means the team comprising of the persons set out in Schedule 3 to undertake the Team Functions.


1.1.9 “Statutory Guidance” means Statutory Guidance issued by the Welsh Assembly Government.

1.1.10 “Team Functions” means the Functions of the IFST assigned to it by the Parties under Section 58 of the Measure as set out in Schedule 4.

1.1.11 “Employing Party” means the party which employs persons recruited to the IFST.
1.2 Clause headings in this Agreement are for convenience only and shall have no contractual effect.

1.3 Any reference to a clause is a reference to a clause of this Agreement.

1.4 Words importing one gender shall include the other genders and words importing the singular include the plural and vice-versa.

1.5 Reference to “individual” or “person” shall include bodies corporate unincorporated associations and partnerships.

1.6 Any reference to any enactment or statutory instrument shall be deemed to include reference to such enactment or statutory instrument as re-enacted amended or extended.

1.7 An obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done.

1.8 An obligation to do something shall include an obligation to seek to procure that it is done.

2. **CO-OPERATION AND DISCUSSION**

2.1 This Agreement is entered into on the basis that the Parties and the IFSS and IFSB will work on a basis of co-operation and will arrange to discuss with each other as soon as possible any problems or disputes which arise and will attempt to resolve any difficulties through negotiation at an early stage and to make themselves available with reasonable notice to discuss the issues under dispute.

3. **AGREEMENT**

3.1 This Agreement is made under the powers conferred by Part 3 of the Children and Families (Wales) Measure 2010, the Regulations and the Statutory Guidance made thereunder and all other enabling powers now vested in the Parties.
4. **TERM**

4.1 This Agreement shall be for the Agreement Period.

5. **FUNCTIONS OF THE IFST**

5.1 During the Agreement Period the IFST will undertake the Team Functions in accordance with the Measure, Regulations and Guidance.

6. **FUNCTIONS AND DUTIES OF THE IFSB**

6.1 During the Agreement Period the IFSB will undertake the Board Duties in accordance with Regulations and Guidance in order to achieve the Board Objectives as required by the Measure.

7. **STAFFING**

7.1 The IFST will comprise of the persons listed in the Third Schedule. Staffing levels will be reviewed by the Parties throughout the duration of this Agreement. Any staff recruited will be employed by RCT/Cwm Taf Health Board. Any staff seconded shall at all times remain the employee of the Party from whom they are seconded who shall deal with all those matters under the secondee’s employment contract requiring action, investigation and/or decisions including but without limitation appraisals and performance issues, pay reviews, periods of annual, sick or other leave, any complaints about the secondee, any complaint or grievance raised by the secondee and any disciplinary action involving dismissals ("Management Issues"). Day to day administration and direction of seconded staff will be undertaken by the Service Performance and Development Manager who shall as soon as reasonably practicable refer any Management Issues concerning the secondee that come to its attention to the Party from whom they are seconded. The Service Performance and Development Manager shall not, and shall not require the secondee to do anything that shall, breach the employment contract of the secondee and shall have no authority to vary
the terms of such employment contract. The Service Performance and Development Manager shall provide the secondee’s employer with such information and assistance as it may reasonably require to carry out its obligations as the secondee’s employer.

8. ACCESS TO INFORMATION

8.1 To provide an efficient, safe and high quality service the IFST is dependent upon good information.

8.2 Information will be shared as set out in the Information Sharing Protocol at Schedule 5.

9. INDEMNITIES AND CONTRIBUTION

9.1 With effect from the Commencement Date each of the Parties will indemnify the employing party with regard to any claims for wrongful or unfair dismissal, redundancy payments and any associated pension costs in respect of any staff recruited to the IFST during the period of this agreement and provided that the employing authority has not acted unlawfully against the IFST against any claims arising out of this Agreement relating to its Functions (excluding any omission by an individual Party) and any failure to comply with the secondment arrangements agreed for staff employed by one of the parties. In such situations RCT/Cwm Taf Health Board agrees to assume the lead for dealing with any such claim or proceedings on behalf of the other parties ensuring that the parties are fully consulted prior to any action taken, including the nature of any defence to be advanced, and or any settlement to any such claim or proceeding and to seek written approval of the other parties to take any such actions (such approval not to be unreasonably withheld or delayed). RCT/Cwm Taf Health Board shall recharge the other parties an equal amount via an invoicing system to cover the costs or any losses incurred for managing any such claim or proceeding on behalf of the parties.
9.2 As a consequence of any events, acts, omissions or failures by an individual Party relating to the Functions of the IFST which contribute directly towards any liabilities losses and expenses claim or proceeding against said IFST or one of the other Party(s) it is agreed that said Party responsible for such failure or act of omission shall assume full care and control of the claim or proceedings and be responsible for the full costs of any losses arising from such claim.

9.3 During the Agreement period the RCT/Cwm Taf Health Board agrees to take out appropriate insurance cover for any property and or associated equipment and or associated auxiliary services which are essential to the operation of the IFST.

9.4 A Party who is seconding a member of staff to the IFST will be responsible for indemnifying and keeping indemnified the IFST and the other Parties from and against all claims and proceedings whatsoever arising from or in connection with any claim or demand by their member of Seconded Staff at any time during the term of this Agreement (whether for unpaid remuneration, wrongful dismissal, redundancy, unfair dismissal, loss of office, sex, race or disability discrimination or otherwise,) or any claim on the basis that the seconded staff member is or has become an employee of the IFST. This indemnity shall not apply to any claim arising from any failure by the IFST to comply with its obligations under this Agreement (including the provisions of the secondment arrangement).

10. DISPUTES

10.1 All disputes between the Parties on the interpretation of this Agreement and all disputes or differences in any way or at any time arising in respect hereof shall be referred to the IFSB.
11. **VARIATION**

11.1 Variations to the terms of this Agreement may be required as a consequence of Statutory Guidance and Regulations. This Agreement cannot be varied without prior written consent of all Parties. Any variation will be annexed to this Agreement.

12. **COMMUNICATIONS**

12.1 Any communication required to be in writing under the terms of this Agreement shall be sent to each Party at the addresses and marked for the attention of the person last notified in writing to the other Parties as being the person to receive communications for the purpose of this Agreement on behalf of that Party.

13. **THIRD PARTY RIGHTS**

13.1 The Parties to this Agreement do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999.

14. **WAIVER**

14.1 No term or provision of this Agreement shall be considered as waived by any Party unless a waiver is given in writing by the Party and any failure by any of the Parties at any time to enforce any provision of this Agreement or to require performance by any of the other Parties of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of any Parties to enforce any provision in accordance with its terms.

14.2. No waiver under clause 14.1 shall be a waiver of a past or future default or breach, nor shall it amend delete or add to the terms conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in the waiver.
15. **HUMAN RIGHTS, EQUALITY AND DISCRIMINATION**

15.1 The Service Performance and Development Manager shall ensure that the IFST staff, agents and sub-contractors shall, at all times act in a way which is compatible with the Convention Rights within the meaning of Section 1 of the Human Rights Act 1998.

15.2 The Service Performance and Development Manager shall ensure that the IFST in undertaking its duties and in making any decision regarding the discharge of its functions, due consideration is given to gender, sexual orientation, religious persuasion, racial origin, cultural and linguistic background.

16. **GOVERNING LAW AND JURISDICTION**

16.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.
This Document is signed on behalf of the respective Parties the day and year first before written.

Signed on behalf of **CWM TAF**

**LOCAL HEALTH BOARD**

Designation

Signed on behalf of **MERTHYR TYDFIL**

**COUNTY BOROUGH COUNCIL**

Designation

Signed on behalf of **RHONDDA CYNON**

**TAFF COUNTY BOROUGH COUNCIL**

Designation
### FIRST SCHEDULE

**PERSONS COMPRISED IN THE IFSB**

<table>
<thead>
<tr>
<th>NAME</th>
<th>JOB TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ellis Williams</td>
<td>Group Director, Community and Children' Services</td>
</tr>
<tr>
<td>Giovanni Isingrini</td>
<td>Director of Integrated Adult Services</td>
</tr>
<tr>
<td>Leighton Rees</td>
<td>Head of Children’s Services and Partnership</td>
</tr>
<tr>
<td>Lynda Williams</td>
<td>Assistant Director for Safeguarding and Public Protection</td>
</tr>
<tr>
<td>Mark Prescott</td>
<td>Training Manager</td>
</tr>
<tr>
<td>Mike Keating</td>
<td>Director of Education and Lifelong Learning</td>
</tr>
<tr>
<td>Tony Young</td>
<td>Service Director, Children’s Services</td>
</tr>
<tr>
<td>Jean Harrington</td>
<td>Director TEDS</td>
</tr>
<tr>
<td>Stewart Whippy</td>
<td>Director of Education</td>
</tr>
<tr>
<td>Samia Saeed</td>
<td>Cwm Taf Health Board</td>
</tr>
</tbody>
</table>
SECOND SCHEDULE

PART 1

Board Objectives as set out in Section 62(1) of the Measure

(a) to ensure the effectiveness of what is done by the Integrated Family Support Teams (IFSTs) to which they relate;
(b) to promote good practice by the local authorities and Local Health Boards (LHB) participating in the teams in respect of the functions assigned to the Teams;
(c) to ensure that Integrated Family Support Teams have sufficient resources to carry out their functions;
(d) to ensure that the local authorities and Local Health Boards participating in the Integrated Family Support Services co-operate with the Integrated Family Support Teams in discharging the Teams’ statutory functions.

PART 2

(a) Board Functions receive and consider regular reports from the person managing the team including information about the levels of service activity and outcomes;
(b) seek to resolve issues in relation to the co-ordination of services provided by the team and other services provided by the local authorities and the local health board;
(c) ensure that the team has procedures in relation to
   (i) child protection;
   (ii) adult protection;
(d) establish a procedure for resolving disputes between the local authorities and the local health board about the arrangements for the team;
(e) ensure that there are adequate arrangements for the supervision and professional development of all professional staff;
(f) receive reports on the team’s income and expenditure and notify the local authority and the local health board of any financial or other resource issues which are likely to affect the teams ability to fulfil its functions.
THIRD SCHEDULE

PERSONS COMPRISED IN THE IFST

Service Performance and Development Manager – Michael Waite
Consultant Social Worker - Niall Casserly
Consultant Social Worker - Jay Goulding
Intervention Specialist (Social Worker) - Beth Rees
Intervention Specialist (Social Worker) - David Wright
Intervention Specialist (Health Visitor) - Natalie Morgan - Thomas
Intervention Specialist (Health Visitor) - Katherine Rees
Intervention Specialist (CPN) - Andrew Munkley
Intervention Specialist (CPN) - Mark Anthony
Admin Support (Scale 4) - Deborah Otley
FOURTH SCHEDULE
TEAM FUNCTIONS

The Parties hereby agree that they will assign the following Team Functions as set out in the Integrated Family Support Teams (Family Support Functions) Regulations 2010.

The assigning of functions below by the parties to the Integrated Family Support Team in relation to certain cases does not exclude in accordance with s.58 (12) of the Measure.

**Local Authority functions**

<table>
<thead>
<tr>
<th>Act/Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.17 and Schedule 2, Part 1 Children Act 1989.</td>
<td>In so far as they relate to the provision of services, assistance, counselling or support for (1) children who are “in need” for the purposes of Section 17 of the Children Act 1989 where the identified needs are caused by, or related to, dependency on alcohol or drugs on the part of the child’s parents; (2) parents of children where the needs of the children arise from or are related to a dependency on drugs or alcohol on the part of the parents; (3) other members of the family of children and parents mentioned in (1) and (2) with related needs. The provision above includes doing anything which facilitates the exercise of these functions or is reasonably incidental to it.</td>
</tr>
<tr>
<td>S.2 Chronically Sick and Disabled persons Act 1970 (as it applies through the operation of S.28A of that Act).</td>
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</tr>
<tr>
<td>S.192(1) and Schedule 15 National Health Service (Wales) Act 2006.</td>
<td></td>
</tr>
<tr>
<td>S.117 Mental Health Act 1983.</td>
<td></td>
</tr>
<tr>
<td>S.29 National Assistance Act 1948 and directions made under it.</td>
<td></td>
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<tr>
<td>S.6 Carers and Disabled Children Act 2000.</td>
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</tr>
</tbody>
</table>
### Local Health Board functions

<table>
<thead>
<tr>
<th>S.3(1) (d), (e) and (f) National Health Service (Wales) Act 2006</th>
<th>In so far as they relate to the provision of treatment or other health services</th>
</tr>
</thead>
</table>
| S.117 Mental Health Act 1983                                  | (1) for children who are “in need” for the purposed of S.17 of the Children Act 1989 and where the need is an impairment of health or development which is amenable to treatment or provision of health services and which is caused by or is related to dependency on drugs or alcohol on the part of the parents;  
(2) adults of children in (1) who have a dependency on drugs or alcohol;  
(3) Other members of the family of children and parents mentioned in (1) and (2) with related health needs. |
|                                                               | The provision above includes doing anything which facilitates the exercise of these functions or is reasonably incidental to it. |
1. Introduction

Context

The Parties (which includes the Integrated Family Support Board and the Integrated Family Support Team) recognise the need to work together to support individual users of the Integrated Family Support Service (the Service). Increasingly the Welsh Ministers are expecting us to work in this way in partnership with each other and with service users, to provide appropriate and seamless care around the needs of the service user. The sharing of personal information is vital to the service.

Scope

• This protocol is an agreement between the Parties to govern the sharing of information in connection with the service.

• The protocol has been drawn up to structure the sharing of information to support achievement of the aims and objectives of the service.

• The protocol is for use by staff of the Parties.

Development Process

It is recognised that the protocol will need to be reviewed in the light of experience and guidance, as this becomes available.

2. Objectives

The Purpose Of This Protocol

• To provide a framework for the secure and confidential sharing of information between the Parties to meet the needs of service users.

• To enable the sharing of information to meet the corporate information needs of the Parties.

• To ensure that service users are told why personal information may need to be shared by the Parties, why, and what confidentiality safeguards will apply.

The Protocol

• Sets out the principles that underpin the sharing of information between the Parties.
• Defines the purposes for which the Parties have agreed to share information and the types of information that may be shared.

• Describes the joint procedures that will be developed and maintained to support implementation of this protocol.

• Describes the security arrangements necessary to ensure confidentiality of information.

• Sets out the responsibilities of the Parties to meet the requirements of this protocol.

• Describes how the protocol will be implemented, monitored and reviewed.

3. General Principals

Key Legislation and Guidance
• This protocol does not attempt to restate the statutory framework with which the Parties must operate. It does however recognise that in sharing information the Parties will seek to comply with all relevant legislation and guidance.


• All staff have an obligation to safeguard the confidentiality of personal information. This is governed by law, contracts of employment and, in many cases, by codes of conduct.

• The Data Protection Act provides the main framework governing the protection and use of personal information.

Local Principles
The Parties recognise that good quality information is fundamental to the project and that information about project users is to be shared for the project to function effectively.

In sharing information about project users the Parties will adhere to the following principles:

• Information will be treated as confidential when it is reasonable to assume that the provider of the information believed that this would be the case.
• The sharing of personal information will normally be with the consent of the project users.

• At the initial point of contact with the service, or as soon as possible thereafter, Parties will have explained to them:
  
  o The purpose of collecting their personal informant and how we use that information.
  
  o The rights they have in relation to their information, for example, rights of access, and rights to have inaccurate information corrected.
  
  o That their personal information will be treated as confidential, however, it may be necessary to share that information with other staff.
  
  o That their personal information may need to be shared between the Parties.
  
  o When their personal information is shared between the Parties it will be in accordance with the provisions of this protocol.
  
  o How to complain should they feel that their personal information has been used inappropriately.

• Where a service user wants information about them withheld from another person or organisation, which otherwise might have received it, every effort should be made to explain to the individual the consequences. The final decision should rest with the individual unless there are exceptional circumstances.

• Personal information will be shared without the consent of the service user only where the law requires it or it is in the public interest to do so. Some examples of public interest disclosures are: to prevent harm to self or other individuals, and for the prevention, detection or prosecution of a crime.

• Where information is shared without consent it is good practice to discuss this with the service user first to explain the reasons and encourage co-operation. Exceptions to this would be; for example, if it would cause harm to another individual or it would prejudice the investigation of a crime.

• Information shared in accordance with this protocol will be processed only for the purposes set out in section 4.
• Information shared in accordance with this protocol is no less confidential because it is shared. In sharing information all staff will take responsibility for preserving confidentiality and acting within the law.

• A service users specific consent will not be necessary each time information is shared as long as the information is being shared in accordance with this protocol.

• When information is recorded to share about an individual, staff will clearly state where that information is opinion and not fact.

• Careful consideration will be given to the sharing of information about a deceased person and, if necessary, legal advice will be sought.

• The Parties will ensure that all relevant staff are made aware of, and comply with, their responsibilities regarding the confidentiality of personal information and the requirement to share information in accordance with this protocol.

• Staff will be made aware that disclosures of personal information that cannot be justified, whether inadvertent or intentional, may lead to disciplinary action.

4. Information Which May Be Shared

Purposes For Which Information May Be Shared

This protocol covers the sharing of information for the following purposes:

• Assuring and improving the quality of the service delivery.
• Monitoring and protecting public health and safety.
• Managing and planning services.
• Commissioning services.
• Auditing accounts and managing performance.
• Risk management.
• Investigating complaints.
• Statistical analysis.

Types Of Information That May Be Shared

The types of information that may be shared under this protocol are:

• Personal Administration Information.
  o For example, name, address, date of birth, GP
• **Pseudonymised Information**

  o Information about an individual project user from which the data items directly identifying the project user have been removed, but which has been given a unique identifier so that the project user can be subsequently re-identified. For example, information about a project user from which name, address, date of birth, etc. have been removed but which is given a unique number to which only a limited number of people have the key.

• **Anonymised Information**

  o Information from which all personal identifiers have been removed and the project user cannot be identified.

• **Aggregated Information**

  o Information that is collected together from individual project user’s records and accumulated into totals. Individual project users cannot be identified from the resulting accumulated totals. For example, information on gender or ethnic groups may be accumulated from individual records to identify the overall number of males and females using service, or the ethnic mix. It is the overall total that is referred to as aggregated information.

The Parties recognise that there is a hierarchy of sensitivity concerning personal information with personal information being the most highly sensitive and aggregated information the lowest.

Whilst it is neither possible nor practical to identify specific information types to particular purposes the decision to share information for particular purposes should take account of the sensitivity of the information and be used on the following conditions:

• Information shared must be relevant for the intended purpose.
• Information shared must be accurate and up to date.
• Information shared will be on a need to know basis and only the minimum necessary to satisfy the purpose should be made available.
• Person identifiable information will only be shared where it is necessary for a particular purpose. Otherwise pseudonymised, anonymised or aggregated information will be used.

**Means By Which Information May Be Shared**

This protocol covers the following forms of communication:

• Face to face discussions
• Telephone conversations
• Written communications
• Faxed communications
• Transfer of electronic media
• Access to computer systems

**Email must not be used for the sharing of sensitive personal data** unless the Project Sponsors arrange appropriate security measures.

5. **Joint Procedures**

The Parties will as soon as practicable establish and keep maintained joint procedures for:

• Informing service users about the purpose of collecting information about them, about the need to share this information and the arrangements set out in this protocol which govern the sharing of their information.

• Informing service users of their rights of access to the information recorded about them.

• Disclosure of information in the absence of service users’ consent.

• Dealing with the appropriate staff in the provision of this protocol and any joint procedures.

• Determining access rights to project user personal information held on computer systems, which the staff use.

6. **Access and Security Procedures**

The Parties will ensure that they have policies and procedures in place, which establish and maintain good security standards for information systems containing service user personal information. These policies and procedures will promote best practice in the management and operation of the systems and ensure that only properly authorised staff access personal information for appropriate purposes.

This document is not intended to replicate the provisions of the policies and procedures referred to above. However in storing and sharing information attention is drawn to the following:

• Paper records must be stored in locked cabinets in secure rooms. Keys must be kept securely and be held only by staff who require regular access to the records.

• Computer equipment that can be used to gain access to project user personal information must be kept in secure locations with appropriate levels of password protections. Passwords must not be divulged to others.

• Information stored on computer must be regularly backed up, with the back up copies stored in secure locations away from the computer.
The Parties will make sure that service users personal information is shared in a secure manner. In particular:

- Before sharing information by telephone the identity and authenticity of the recipient must be established.

- Written communications should be transferred in a sealed envelope addressed to the designated recipient. The envelope should be marked ‘Personal and Confidential – to be opened by the addresses only’. The designated recipient should be alerted to the despatch of the information and should make arrangements within their own organisation to ensure that the envelope is delivered unopened and that it is received within the expected timescale.

- Transfer by fax must only be considered where there is no appropriate alternative available. It is the responsibility of the sender to make sure that the information is sent to the right fax machine. It is the responsibility of the recipient to retrieve the information from the fax machine from the fax promptly. The fax should be marked ‘Personal and Confidential – for the attention of (name of recipient) only’. The designated recipient should be alerted prior to dispatch of the information and should make arrangements to be available to receive the fax personally.

- Email must not be used for the sharing of *sensitive personal data* until such time as the Parties agree appropriate security measures.

- Transfer of information by disc should follow the same principals as set out above for the written communications. Files should be password protected where possible.

7. **Protocol Monitoring and Review Process**

- Problems arising from operational use of the protocol must be logged and reported by staff to their line managers.

- During the first six months problems will be analysed and changes will be considered if the procedures are felt to be a significant barrier to the effective sharing of information.

- The first formal review will be twelve months after the date of formal adoption of the protocol. Thereafter reviews will take place annually unless legislative changes or other changes require immediate action.

- The Parties agree to implement and adhere to the principals, conditions set out in this protocol.