



**RHONDDA CYNON TAF**

**RECORD OF DELEGATED OFFICER DECISION**

**SUBJECT:** Integrated Family Support Service Joint Agreement

**PURPOSE OF ATTACHED REPORT:**

To report on the Joint Agreement which has been drafted to support the establishment and operation of an Integrated Family Support Service (IFSS) to the citizens of Merthyr Tydfil and Rhondda Cynon Taf.

**DELEGATED DECISION (Date):**

The Joint Agreement between Merthyr Tydfil County Borough Council, Rhondda Cynon Taf County Borough Council and Cwm Taf Local Health Board to provide an Integrated Family Support Service (IFSS) to the citizens of Merthyr Tydfil and Rhondda Cynon Taf is approved.

  
**Chief Officer Signature**

**EWS WILLIAMS**  
**Print Name**

**5<sup>th</sup> May 2011.**  
**Date**

The decision is taken in accordance with Section 15 of the Local Government Act, 2000 (Executive Functions) and in the terms set out in Section 5 of Part 3 of the Council's Constitution

*Paulo Davis*

CONSULTEE CABINET MEMBER SIGNATURE

*20.4.2011*

DATE

*Tony Young*

OFFICER CONSULTEE SIGNATURE

*5/5/2011*

DATE

Directorate:	Community & Children's Services
Contact Name:	Tony Young
Designation:	Service Director – Children's Services
Tel.No.	01443:495118

# RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

## MUNICIPAL YEAR 2010/11 REPORT TO ACCOMPANY DECISION OF GROUP DIRECTOR, COMMUNITY & CHILDREN'S SERVICES

<b>Part 1 (Non-Confidential)</b>
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<b>INTEGRATED FAMILY SUPPORT SERVICE JOINT AGREEMENT</b>
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### 1. PURPOSE OF THE REPORT

- 1.1 To report on the Joint Agreement which has been drafted to support the establishment and operation of an Integrated Family Support Service (IFSS) to the citizens of Merthyr Tydfil and Rhondda Cynon Taf.
- 1.2 In accordance with the Council's Scheme of Delegation, this report has been prepared to accompany the intended Officer decision of the Group Director, Community and Children's Services as described below.

### 2. RECOMMENDATIONS

It is recommended that:

The Joint Agreement between Merthyr Tydfil County Borough Council, Rhondda Cynon Taf County Borough Council and Cwm Taf Local Health Board to provide an Integrated Family Support Service (IFSS) to the citizens of Merthyr Tydfil and Rhondda Cynon Taf is approved.

### 3. BACKGROUND

- 3.1 Part 3 of the Children & Families (Wales) Measure 2010 requires the support of children and their families through the provision of Integrated Family Support Services (IFSS).
- 3.2 It sets out how Local Authorities supported by Local Health Boards carry out their responsibilities in relation to the establishment of local IFSS Teams to deal with families where the needs of Adults (Parents or Carers) in relation to alcohol or substance misuse are linked to adverse consequences for the children in the care of those Adults.
- 3.3 The Regulations accompanying the Measure partially introduced IFSS Teams into specified areas of Wales i.e., Newport, Wrexham and Merthyr Tydfil/Rhondda Cynon Taf. The Welsh Assembly Government has recently issued guidance on further roll out of the IFSS Service to other regional collaborations across Wales.
- 3.4 This Local Authority has agreed to establish an IFSS service in a Partnership with Merthyr Tydfil County Borough Council and Cwm Taf Local Health Board.
- 3.5 The Partnership was successful in a joint bid for funding from the Welsh Assembly Government to establish the new service.

- 3.6 As it is a Partnership, appropriate Governance arrangements need to be put in place and this report seeks approval for the Joint Agreement drawn up between the Legal Sections of the Bodies concerned.
- 3.7 This Agreement will cover the period 1<sup>st</sup> September 2010 to 31<sup>st</sup> March 2013 when the original funding grant is currently planned to cease.

**DATED ..... 2010**

**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 AN 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  
1<sup>ST</sup> SEPTEMBER 2010 TO 1<sup>ST</sup> SEPTEMBER 2013**

**Dated October 2010**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2010

**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, Tonypanydy 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 1<sup>st</sup> September 2010 to 31<sup>st</sup> 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 1<sup>st</sup> September 2010 to 31<sup>st</sup> 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.
- 1.1.8 "Regulations" means Children and Families (Wales) Measure 2010 (Commencement) Order 2010 Integrated Family Support Teams (Family Support Functions) (Wales) Regulation 2010. Integrated Family Support Teams (Composition of Teams and Board Functions) (Wales) Regulations 2010.
- 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 or 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 will 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 will not, and will not require the secondee to do anything that would breach the employment contract of the secondee and will 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 the 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). The 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 will 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 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 indemnified 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.

10.2 Where a dispute is not capable of resolution by the IFSB the dispute shall be referred for determination by an independent arbitrator, appointed in the absence of agreement on the application of either party. Such arbitration shall be conducted in accordance with the Arbitration Acts and without prejudice to the arbitrator's general powers, conferred by such the provisions of such Acts.

## **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**

<b>JOB TITLE</b>
<b>Group Director, Community and Children' Services (RCT)</b>
<b>Director of Social Services and Social Regeneration (Merthyr Tydfil)</b>
<b>Head of Children's Services and Partnership (Merthyr Tydfil)</b>
<b>Assistant Director for Safeguarding and Public Protection (Cwm Taf LHB)</b>
<b>Learning and Development Manager (RCT)</b>
<b>Director of Education and Lifelong Learning (RCT)</b>
<b>Service Director, Children's Services (RCT)</b>
<b>Director TEDS (Vol sector)</b>
<b>Chief Education Officer (Merthyr Tydfil)</b>
<b>Assistant Director of Partnerships (Cwm Taf LHB)</b>

## **SECOND SCHEDULE**

### **PART 1**

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

- (a) Ensure the effectiveness of what is done by the Integrated Family Support Teams (IFSTs) to which they relate;
- (b) 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) Ensure that Integrated Family Support Teams have sufficient resources to carry out their functions;
- (d) 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) 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) That the team has procedures in relation to
  - (i) child protection;
  - (ii) adult protection;
- (d) A procedure for resolving disputes between the local authorities and the local health board about the arrangements for the team;
- (e) That there are adequate arrangements for the supervision and professional development of all professional staff;

- (f) 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.

PLEASE



**THIRD SCHEDULE**  
**PERSONS COMPRISED IN THE IFST**

<b>JOB TITLE</b>
<b>Service Performance and Development Manager x 1</b>
<b>Consultant Social Worker x 2</b>
<b>Intervention Specialist (Snr Prac Social Worker) x 2</b>
<b>Intervention Specialist (Health Visitor) x 2</b>
<b>Intervention Specialist (CPN) x 2</b>
<b>Admin Support (Scale 4) x 1</b>

## 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

S.17 and Schedule 2, Part 1 Children Act 1989.	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.
S.2 Chronically Sick and Disabled persons Act 1970 (as it applies through the operation of S.28A of that Act).	
S.192(1) and Schedule 15 National Health Service (Wales) Act 2006.	
S.117 Mental Health Act 1983.	
S.29 National Assistance Act 1948 and directions made under it.	
S.6 Carers and Disabled Children Act 2000.	

## Local Health Board functions

S.3(1) (d), (e) and (f) National Health Service (Wales) Act 2006	In so far as they relate to the provision of treatment or other health services
S.117 Mental Health Act 1983	<p>(1) for children who are “in need” for the purposes 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;</p> <p>(2) adults of children in (1) who have a dependency on drugs or alcohol;</p> <p>(3) Other members of the family of children and parents mentioned in (1) and (2) with related health needs.</p> <p>The provision above includes doing anything which facilitates the exercise of these functions or is reasonably incidental to it.</p>

**Personal Information Sharing Protocol (PISP):**

**Sharing Information linked to the provision of an Integrated Family Support Service.**

**October 2010**

**Part A – Introduction**

**Introduction**

This Personal Information Sharing Protocol (PISP) has been prepared to support the sharing of personal information as part of the work to support the provision of an Integrated Family Support Service to those within the Cwm Taf Health Board area within the Wales national framework as described by the Wales Accord on the Sharing of Personal Information.

The partners recognise the need for the local health and social care agencies to work together to support families where family members have linked issues requiring Social and Health care intervention. Increasingly the Government is 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 service users. The sharing of personal information between health and social care professionals is vital to the provision of such care. Having all the relevant information to hand enables professionals to make informed decisions about the intervention, treatment and care required.

**The Information Sharing Community**

This Personal Information Sharing Protocol covers the exchange of information between Rhondda Cynon Taf Local Authority, Merthyr Tydfil Local Authority, Cwm Taf Local Health Board within The Integrated Family Support Service for the purposes of providing Intervention, treatment and support to families with a complex range of issues and who have been assessed as needing an intervention plan which links the issues and needs of a family group.

**Scope and Purpose of Information Sharing**

3.1 The Personal Information Sharing Protocol details the specific purpose(s) for information sharing to support process, the group(s) of service users it impacts upon,

the relevant legislative powers, what data is to be shared, the consent processes involved (where appropriate), the required operational procedures for the exchange of information and the process for review.

The aim of this process is to support the provision of interventions, treatment and related care to families who have been assessed as needing this support by the relevant assessing Authority.

Information is shared to support effective provision of interventions to support the family and provide a holistic approach to their care.

Partners may only use the information disclosed to them under this Personal Information Sharing Protocol for the specific purpose(s) set out in this document.

The PISP is supplementary to the Wales Accord on the Sharing of Personal Information (WASPI) that has been agreed between the participating partner organisations; partners have given consideration to its contents when drawing up this PISP.

This document sets out the rules and procedures to be adopted when sharing information to support these functions. Information shared to support functions other than those listed is not covered by this document.

In this document:-

**Part A** is this introduction;

**Part B** sets out the detailed rules and operational procedures that must be followed when sharing personal information;

**Part C** describes the specific rules relating to consent to sharing of information;

**Part D** describes the methods for sharing information that are permitted in support of the process and the controls which apply to those methods.

### **High Level Functions Covered by this Protocol**

The Integrated Family Support process involves:

- ◆ Sharing relevant information collected by partner organisations as part of the work that they are doing within individuals within the family group to identify whether or not intervention from the Integrated Family Support Team is appropriate at this time.
- ◆ Sharing information to support between the partners to the agreement to support the Integrated Family Support Service in its task of enabling the provision of suitable intervention to the families who need it based on a holistic assessment of their need. It should also inform the ongoing support for these families once the team has completed its programme of intervention
- ◆ Sharing relevant information from the Integrated Family Support Service with the individual partners such that they can confirm the relevant interventions being delivered by their areas of provision and so that they can maintain their ongoing case management of the individuals involved while the Integrated Family Support Team is involved with them and after that involvement has ceased.
- ◆ Sharing information to support the identification of the performance and activity relating to each partner organisation.
- ◆ Data will also be shared to support the future strategy and management of the Integrated Family Support Service to help ensure that effective and appropriate joint care and support continues to be provided to families who are assessed as needing intervention from the Integrated Family Support Team.

## **Who does this Personal Information Sharing Protocol apply to?**

This PISP applies to the organisations identified in section D that are engaged in the commissioning and delivery of an Integrated Family Support Service.

Staff of these organisations who work directly with service users in order to carry out the Process described in the Introduction are bound by this PISP.

The term 'staff' encompasses paid workers, volunteers, students and other temporary workers approved by the employing / hosting organisation to carry out work relating to the above process. Even where 'staff' are not paid employees and agreement should have been signed by the member of staff stating their compliance with Data Protection

## **Service Users**

Any people receiving a service from the Integrated Family Support Service and commissioned by one of the partner organisations

These people are referred to as Service User Families and will usually be residents of Cwm Taf Local Health Board Area though residents of other Authority areas receiving a service from the Integrated Family Support Service may also be included.

## **Value of sharing to Service Users**

Promoting the provision and supply of an Integrated Family Support Services to provide joined up care to a family to help achieve better outcomes for that family.

Ensuring that the care provided by the Integrated Family Support Team is informed by work already done with members of that family by the partner organisations to help ensure the most appropriate intervention.

Enabling the ongoing monitoring of this provision and the relevant Care Management of the families and the individuals within them.

Informing the ongoing support of these families by the participating organisation once intervention from the Integrated Family Support Team has been completed to provide a continually improving service for these families and the individuals within them.

## **Training**

Signatory organisations will ensure that all current and newly-appointed staff receive appropriate training in the application of this PISP.

## **Security**

Breaches of security and / or confidentiality and other violations of this PISP must be reported in line with each organisation's incident reporting procedures.

## **Complaints Procedure**

Each organisation has a formal procedure by which Service Users can direct their complaints regarding application of this PISP.

## **Review of this Personal Information Sharing Protocol**

This PISP will be reviewed one year after implementation and annually thereafter .

## **Management Responsibilities and Authorisation**

The managers responsible for this PISP are:-

<b>Designation</b>	<b>Organisation</b>
Michael Waite	Integrated family Support Team Manager
Keith Griffiths	Rhondda Cynon Taf CBC Chief Executive
	Merthyr Tydfil CBC Chief Executive
Allison Williams	Cwm Taf Health Board Chief Executive

These managers are responsible for the PISP within their own organisations, and must ensure the PISP is disseminated, understood and acted upon by relevant staff.

PISP

# Part B – Rules and Procedures

## Summary

Information can only be shared for the purposes set out in the High Level Functions (s.4).

Personal information must be collected using the approved collection tools and ensuring that the required identifying information is complete and up-to-date.

Only the minimum necessary personal information must be shared to support the work of staff that have a legitimate involvement with the service user.

In addition, staff must also follow their own organisation's procedures relating to information handling (see s.18).

## What personal information will be shared?

The information shared for the purpose of providing a Family Support Service includes sharing basic personal information, Family structures and current Social Care and Health Involvement including their assessed needs, care provided, Information linked to the delivery of this care, outcomes from this care and any reviews of this.

The information shared might therefore include:-

- ◆ Name , Address, Date of Birth, Telephone number
- ◆ Assessment information
- ◆ Involvements, relatives and other people involved with the individuals within the family
- ◆ Assessed needs
- ◆ Information to assist the identification and delivery of suitable care and support for the family
- ◆ Care plan and Care provided
- ◆ Information from the family confirming that they wish to be involved in the Integrated Family Support Programme
- ◆ Review of the family and individuals within the family
- ◆ Information about potential hazards linked to this family or any member of it
- ◆ Information linked to Child Protection, Vulnerable Adults or any other intervention provided to any individuals within the Family.
- ◆ Information about consent to share provided by Family members

The information is used to ensure that appropriate intervention, treatment or care is identified for the family and delivered, that it remains appropriate and is changed when this is no longer the case.

Only the **minimum necessary** personal information consistent with the purposes set out here must be shared.

## Key Identifying Information

When sharing information, the following data items will be used to ensure that all partners are referring to the same individuals:

IFST Family number/SWIFT ID or NHS Number / Forename / Surname / address /



DOB

Information about the relationship between individuals in Family Groups will also help to confirm the identity of the Family.

### **What information collection tools must be used?**

The organisations' approved collection tools for gathering this personal information are the following form(s) and system(s):-

ICS collection in RCT and Merthyr and recorded on their respective ICS and SWIFT Systems and on the secure 'O' drive in Merthyr. These databases will be used to support the Integrated Family Support Service. The Electronic Social Care Record will be implemented in each Authority to provide recording of appropriate documents which will be linked to and accessible from each Authority's ICS and SWIFT system.

### **When is personal information shared?**

Information may only be shared on a **need-to-know** basis when it supports the delivery of the functions as set out above.

If any member of staff makes relevant or significant changes to a record, reasonable efforts must be taken to ensure that anyone who has received a copy of the record is also alerted to the change.

### **What other rules should be followed?**

Organisational policies and procedures relating to personal information will need to be followed such as:-

- Rhondda Cynon Taf CBC Information Security Policy
- Merthyr Tydfil CBC Information Security Policy
- Cwm Taf LHB Information Security Policy

All participating staff will be expected to sign the relevant Information Confidentiality Agreements

# Part C – Consent and Legislation

## Summary

Information sharing should not take place without the informed written consent of service users. Part C sets out the law and general rules of consent that will usually apply. It also describes what to do in special circumstances where a user does not consent, is unable to consent or withdraws consent.

**Staff should not hesitate to share personal information in order to prevent abuse or serious harm, in an emergency or in life-or-death situations. If there are concerns relating to child or adult protection issues, the relevant organisational procedures must be followed.**

## Consent

Consent is required to share information between different organisations. Service Users or their lawful representatives must be informed clearly about what information is to be shared, who the information will be shared between, and for what purposes. The member of staff must be satisfied that the Service User has understood the information sharing arrangements.

It is necessary to communicate with the Service User about the need for information sharing linked to Intervention by the Integrated Family Support Service at the earliest appropriate opportunity, preferably when it is first suggested that this support may be helpful to the family. The individuals within the family must have agreed to and provided consent to share information before the Integrated Family Support Service can be involved in their case.

The Service Users should also be provided with a copy of a 'fair processing notice', to read and keep. This will supplement the verbal communication and provide for future reference.

Consent should not be regarded as a permanent state. Opportunities to review the service user's continuing consent to information sharing should arise during the course of ongoing case management and service provision. It is not possible to set hard and fast rules on the timing of such reviews and practitioners should exercise professional judgement in determining whether it would be appropriate to re-visit an individual's continued consent at any given juncture. Ideally, it should take place in the context of the care plan review or a re-assessment.

## Obtaining and Recording Consent

For the purposes of this PISP explicit consent is essential.

Service Users should be asked to give their consent for information to be shared when they have agreed to intervention from the Integrated Family Support Service and it is essential that this is in place before any intervention is started.

While consent should be given in writing using the appropriate form, Service Users have been informed appropriately as set out above.

A recorded copy of the consent should be kept in appropriate case files and, where possible, held electronically with the service user's electronic record.

## **Refused / Withdrawn Consent**

A service user has the right to withhold consent to have information about them shared. He/she also has the right to withdraw consent to the sharing of information at any point. Further information should not then be shared.

Where the service user has withheld consent, the implications of withholding consent must be clearly explained to them and this dialogue will be recorded in the case record. If a service user withdraws consent to share personal information it should also be explained that information already shared cannot be recalled.

See also 'Sharing information without consent' below.

## **Actions to be taken where subject lacks mental capacity**

Whenever dealing with issues of capacity to consent, local rules and procedures should be followed and these must be compatible with the Mental Capacity Act 2005 and its Code of Practice

Where it is determined that a service user does not have the capacity to give consent then the reasons that led to the decision to proceed with the disclosure must be fully documented and be recorded in the case file.

## **Temporary impairment of capacity**

Where a person has a temporary loss of capacity, consent will be deferred, if appropriate, until such time as consent can be obtained. Consent to share information will be reviewed when capacity is regained.

## **Sharing information without consent**

Staff are permitted to disclose personal information in order to prevent abuse or serious harm to others. If there are concerns relating to child or adult protection issues, you must follow the relevant local procedures.

Information can be lawfully shared without consent where an appropriate professional has taken the view that the duty of confidentiality can be breached either because this is covered by other legislation, it is overwhelmingly in the best interests of the service user or in exceptional circumstances and where there is a substantial over-riding 'public interest'. Such situations where information might be shared without consent include:

- ◆ 'Life and death' situations;
- ◆ Where a person's condition indicates they may be a risk to the public or may inflict self-harm.
- ◆ On a case-by-case basis, to prevent serious crime and support detection, investigation and punishment of serious crime.

(This is not an exhaustive list.)

A record should be made of any sharing of information, outside the three participating parties, whether with or without the service users consent. This includes the recording of any referrals made to support services, the reason for the referral and whether consent has been given. If information has been shared without the service users consent this record must identify the grounds upon which this decision was made and who was responsible for making the decision. The Service User should be informed of this decision, and what information has been shared unless doing so would risk harm to others or hinder any investigation or legal proceedings.

## **Consent when working with the Private and Voluntary Sectors**

The statutory agencies will also work with independent sector organisations in order to provide services required.

Where an independent sector organisation is providing a service on the basis of a contract, that organisation is regarded as being an agent of the statutory authority with whom it made the contract and therefore the sharing of information will take place under the same conditions as are set out in this PISP.

Where independent organisations are delivering services without a contract, then explicit consent to share information must always be secured.

All organisations with which personal information is shared must be notified under the data protection act.

It should clearly be recorded in the appropriate care files with whom it is to be shared, what is to be shared, why the information is to be shared and the purposes for which it can be used once it has been shared, how it will be kept and when it will be destroyed. The purpose should exclude any onward sharing of the information except in the circumstances identified in section 25.

## **Legislative / statutory powers**

Relevant guidance or legislation – powers under which this data sharing is allowed

- 27.1. Section 47 of the NHS and Community Care Act 1990 provides for social services authorities to involve staff of health and housing agencies in order to prepare comprehensive assessments of need. It can be implied from this duty that there is a power to share information with health bodies or housing authorities
- 27.2. Local authorities also have wider powers under section 2 of the Local Government Act 2000 to promote or improve the social wellbeing of their area. This provides an implied power to share information with other statutory services and the independent sector.
- 27.3. Section 22 of the *National Health Service Act 1977* provides for a general duty on NHS bodies and local authorities to cooperate with one another in order to secure and advance the health and welfare of the people of England and Wales. This general duty implies a power to share information between NHS bodies and local authorities.
- 27.4. Paragraph 16 of Schedule 2 to the National Health Service and Community Care Act 1990 provides that NHS Trusts have general powers to do anything which is necessary or expedient for the purposes of or in connection with the provision of goods and services for the health service and similarly will give rise to an implied power to share information.
- 27.5. Whilst these provisions provide the power to share information, the actual disclosure of information in accordance with these powers must be conducted within the legal framework of the Data Protection Act and the Human Rights Act and in compliance with the common law duty of confidence.

# Part D – Methods and Controls

## Summary

Part D sets out the details of the information to be shared to support process and the controls which must be applied to the information in order to ensure that it is kept secure from accidental disclosure.

## Methods and Controls for the Exchange of Personal Information to Support Process

The following table provides a list of the personal information to be shared between the partner organisations, with whom in each organisation it will be shared, when it will be shared, why it will be shared i.e. its purpose and the methods of how it will be shared.

This table is to be reviewed and updated whenever there are changes e.g. additions to or subtraction of information shared or a change in the staff / organisations with whom the data is shared.

### 30 Appropriate Deletion of Data which has been shared

- 30.1 Shared data should be held in accordance with the Data Protection Act and should not be held longer than necessary
- 30.2 The receiving organisation must have a scheme of data deletion which should be adhered to.
- 30.3 IFST information will be deleted after seven years after the case is closed or longer depending on the current deletion policy.

Title of Information Sharing Process		Data from Commissioning organisations (RCT, Merthyr, Cwm Taf) to Integrated Family Support Service		Data from Integrated Family Support Service to Assessing organisations.																	
<b>1</b>	<b>a</b>	<b>Description</b>	<b>1</b>	<b>2</b>																	
		<b>Info Flow Ref</b> Reference no. of any information flow processes to which each set of information relates																			
<b>2</b>	<b>a</b>	<b>Function</b> General description of the function or service to which the information relates	<b>Data about the relevant individuals within a family on ICS and SWIFT from relevant Authority area ICS Systems or from the relevant Cwm Taf System is provided to enable the IFST to start initial work with the family</b>	<b>Data will be forwarded from the IFST to the referring organisation involved with the family to inform ongoing case management and, when the IFST has completed their intervention, to return the case to the referring organisation.</b>																	
<b>3</b>	<b>a</b>	<b>What information will be shared</b> Describe the information to be provided	<b>Personal Data about each relevant family member Assessment data relevant to the provision of a IFST Consent from the Individuals concerned to receive intervention from the Integrated Family Support Service</b>	<b>Personal data to identify the relevant family and individual. Information about the progress of the intervention Other relevant personal information about the service user and their family</b>																	
<b>4</b>		<b>Personal Identifiers included in the above (tick ✓)</b> Main identifiers being used to identify the person	<table border="1"> <tr> <td>Surnames</td> <td>X</td> <td>First Names</td> <td>X</td> </tr> <tr> <td>Dates of birth</td> <td>X</td> <td>Address(es)</td> <td>X</td> </tr> </table>	Surnames	X	First Names	X	Dates of birth	X	Address(es)	X	<table border="1"> <tr> <td>Surname</td> <td>X</td> <td>First Name</td> <td>X</td> </tr> <tr> <td>Service Reference (as provided by referring organisation)</td> <td>X</td> <td>DOB</td> <td>X</td> </tr> </table>	Surname	X	First Name	X	Service Reference (as provided by referring organisation)	X	DOB	X	
Surnames	X	First Names	X																		
Dates of birth	X	Address(es)	X																		
Surname	X	First Name	X																		
Service Reference (as provided by referring organisation)	X	DOB	X																		



b	Identify the module or fields when using another organisations IT system to access shared data. Identify if other data non-relevant is also available – a risk assessment will be undertaken.	
9	<p><b>a</b></p> <p><b>Form ref no. (What form)</b> The reference no. of any form or letter used to convey and / or collect the information</p> <p><b>Other Data Fields exchanged</b></p>	<p><b>IFST Referral Form</b></p> <p><b>IFST Update Information form</b></p>
10		<p>Assessed needs</p> <p>Service Users agreement to IFST Intervention</p> <p>Relevant Care Information</p> <p>Information about the intervention</p> <p>Progress of the Intervention</p> <p>Information to inform future case work</p>
11	<p><b>a</b></p> <p><b>Destination records / systems (where to)</b> The information system, record or other destination of the information shared</p>	<p><b>Paper File System plus electronic file storage system linked to the relevant ESCR</b></p> <p><b>Relevant ICS System</b></p> <p><b>Relevant Cwm Taf LHB System</b></p>
12	<p><b>a</b></p> <p><b>When exchanged / shared (When)</b> Time when the information needs to be exchanged / shared e.g. daily, weekly, monthly, yearly, as and when</p>	<p>Daily</p> <p>Weekly</p> <p>As and when required</p> <p>Telephone</p> <p>Face to Face</p> <p>Direct Feed from IT system</p> <p>Access to IT System</p> <p>Monthly</p> <p>Yearly</p> <p>Other</p> <p>Fax</p> <p>E-mail</p> <p>Access to paper record</p> <p>Copy of paper record</p>
13	<p><b>a</b></p> <p><b>Communication media (How)</b> The format of how the information is to be transferred to the recipient e.g. fax, direct feed from system, verbal transfer at team meeting, telephone call, e-mail. Identify all that apply.</p>	<p>Telephone</p> <p>Face to Face</p> <p>Direct Feed from IT system</p> <p>Access to IT System</p> <p>Fax</p> <p>E-mail</p> <p>Access to paper record</p> <p>Copy of paper record</p> <p>Telephone</p> <p>Face to Face</p> <p>Direct Feed from IT system</p> <p>Access to IT System</p> <p>Fax</p> <p>E-mail</p> <p>Access to paper record</p> <p>Copy of paper record</p>



	Letter or similar	Other	Letter or similar	Other
<p><b>14</b></p> <p>a</p> <p><b>Communication media controls (How)</b>            What security controls are applied?            Password protected files, encryption of files, encryption of media. Identify all that apply.</p>	<p>Letter or similar</p>	<p>Other</p>	<p>Letter or similar</p>	<p>Other</p>
<p><b>15</b></p> <p><b>Issues or comments not included in the above</b></p>	<p>Letter or similar</p>	<p>Other</p>	<p>Letter or similar</p>	<p>Other</p>

Information may be exchanged by telephone or face to face but will be supported by an electronic document sent using secure E-mail where this is available. The record on the originating Authority's system can be updated by IFST with details of the intervention

Referrals will come from known individuals within the relevant Teams. The referral will be forwarded using secure e-mail (GCSx compliant) where this is available. The IFST will have access to the originating Authority's ICS system on a look up basis.

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