

Information Sharing Agreement regarding providers of adult social care

Between
West Berkshire District Council
Wokingham Borough Council
Reading Borough Council
Bracknell Forest Council
Royal Borough of Windsor and Maidenhead
Slough Borough Council
North and West Reading Clinical Commissioning Group
South Reading Clinical Commissioning Group
Newbury and District Clinical Commissioning Group
Wokingham Clinical Commissioning Group

Document control

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Version	1
Date of Production	20 th June 2016
Review Date	June 2017
Responsibility for Review	Berkshire CQB

Document History

Date	Version	Comments

This agreement is dated the 20th day of June 2016

Definitions

Partner means the Local Authority / Health Authority as identified below

Care Provider means the care agency or care home carrying out care as provided for under the Care Act 2014, The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 and the CQC (Registration) Regulations 2009

Warning Notice means Notice conferred on a Care Provider by the Care Quality Commission as provided for under s.29 of the Health and Social Care Act 2008

Embargo/ Red means where a Host Local Authority has concerns enough about the service being provided by a Care Provider so as not to make any placements with that Provider whilst the Embargo remains in place. The Host Local Authority will closely monitor any people receiving services already placed with the provider, removing them if necessary for their safety.

Place with Caution/ Amber means where the Host Local Authority has concerns about the service being provided by the Care Provider so as to make placements with the Provider on a case by case basis taking account of the nature of the concerns and risks to the people requiring the service before making a placement to ensure it is appropriate.

No Restrictions on Placements/ Green means all other Care Providers within the Host Authority's area. This does not necessarily mean the Host Local Authority is satisfied with the quality of their service but that the Local Authority have no known reason for them to be sufficiently identified as Embargo/Red or Place with Caution / Amber.

Host Local Authority means the Local Authority in whose area the Care Provider is physically situated

Improvement Plan means the document produced by the Host Local Authority which outlines the actions required to improve failings identified within the Embargo/ Red or Place with Caution/ Amber process

Operational Contact means the officer within the Partner Organisation who has day to day responsibility for the monitoring of Care Providers within their area

Background

The Care Act places a duty on Local Authorities to:

- Provide comprehensive information and advice about care and support services in their local area.
- Help develop a market that delivers a wide range of sustainable high-quality care and support services that will be available to their communities.

- Make enquires, or ask others to make enquiries, when they think an adult with care and support needs may be at risk of abuse or neglect in their area and to find out what, if any, action may be needed. This applies whether or not the authority is actually providing any care and support services to that adult.
- Be responsible towards all people receiving care. This is regardless of whether they pay for their care themselves or whether the local authority pays for it.
- Cooperate generally with their partners in performing their functions related to care and support and in particular to co-operate with partners in order to promote the wellbeing of adults with needs for care and support and to protect adults with needs for care and support who are experiencing, or are at risk of, abuse or neglect
- Place adult safeguarding arrangements on to a statutory basis

Partners

The Partners to this agreement are as follows:-

West Berkshire District Council
 Wokingham Borough Council
 Reading Borough Council
 Bracknell Forest Council
 Royal Borough of Windsor and Maidenhead
 Slough Borough Council
 North and West Reading Clinical Commissioning Group
 South Reading Clinical Commissioning Group
 Newbury and District Clinical Commissioning Group
 Wokingham Clinical Commissioning Group

Purpose

Paragraph 5 of the Safeguarding Adults: Roles and Responsibilities in health and care services produced by the Care Quality Commission states as follows:-

At a local level some partnerships have set up multi-agency groups which regularly review data and intelligence about care services and plan joint actions. Good practice would be to ensure that there is effective information sharing between staff responsible for monitoring the performance of care providers and those responsible for investigating safeguarding incidents. This is needed to ensure that co-ordinated and proportionate action is taken to tackle poor care and that the threshold into safeguarding investigation is kept under regular review.

This document sets out a framework for how information regarding Care Providers will be shared between the Partners to this Agreement. It sets out how data will be shared with each other to ensure that vulnerable adults who are in receipt of adult social care services are receiving an effective and safe service.

Perceived outcomes of the agreement

- More robust decision making about the adult social care services delivered to vulnerable adults as decisions are made based on sufficient, accurate and timely intelligence.
- Better allocation of resources and more appropriate services for service users.
- Avoids duplication of process across local authorities.
- Better safeguarding as concerns which initially appear to be of a low level when seen in isolation, are sometimes recognised as part of a long standing pattern when information is pooled together.
- Meet duties under the Care Act 2014

Terms of Agreement

1. If a Warning Notice is served on a Care Provider by the Care Quality Commission, the Host Local Authority will also be informed. The Host Local Authority will then immediately inform the Partners to this Agreement that a Warning Notice has been served and the name of the Care Provider.
2. If a Host Local Authority has concerns about a Care Provider within their area to the extent that they are formally put on an Embargo / Red, the Host Local Authority will immediately inform the other Partners to this Agreement of the Embargo /Red and disclose a copy of its Action Plan if requested.
3. If a Host Local Authority has concerns about a Care Provider within their area to the extent that they are formally put on a Place with Caution/ Amber, the Host Local Authority will update the Partners to this Agreement in line with the Process for Sharing Information paragraph below.
4. The Host Local Authority shall be responsible for implementing and monitoring care quality work regarding the Care Provider and for updating the Partners to this Agreement with accurate and correct information, such updating to be undertaken as a minimum on a monthly basis.
5. Information will be made available for sharing on the understanding it will not be altered by the receiving Partner.
6. If Partners covered by this Agreement identify information which may be relevant to other Partners who are party to this agreement they will share this information with the relevant Partner.
7. Local Authority Partners will share their policies and procedures for putting Embargo / Red, Place with Caution /Amber on a Care Provider so that the standards applied are understood by all Partners.
8. The information shared under paragraphs 1-6 will not be shared outside of the Partners to this Agreement with the exception of the Care Quality Commission.

Process for Sharing Information

Information as regards Care Provider status will be shared between Partners by email as a minimum every two months using the contact email address provided for the purpose of this Agreement. Each Host Local Authority will include information as to the status of Providers in their area.

This Agreement does not provide for any personal data relating to individuals to be shared. If this is required, such information will be shared outside of the terms of this Agreement, and Partners should ensure they comply with statutory frameworks and legislative requirements in relation to any information sharing arrangements and that any personal information is only shared as provided for within the meaning of the Data Protection Act 1998 and in line with the Partner's information sharing policies and procedures.

Frequency for Sharing Information

Information will be shared as a minimum every two months, unless the circumstances are such that an Embargo is required and/or Notice from the Care Quality Commission is received. In these instances, the Host Local Authority will inform the Partners on an immediate basis.

Disclaimer

The receiving Partner is responsible for the information once this is received and such information will not be shared outside of the Partners to this Agreement with the exception of the Care Quality Commission. The Host Authority cannot be held responsible for any action which a Partner takes outside of this Agreement.

Complaints

A complaint from a Care Provider about information shared under the terms of this Agreement will be investigated first by the Local Authority that was the source of the information sharing.

If the complaint requires this Agreement to be reviewed, no action will be taken without the consent of all Partners to this Agreement.

Review of Agreement

This agreement is to be reviewed, as a minimum, on an annual basis.

Operational contacts

Should a Partner Contact change, the Partner will advise all Partners within 21 days of the change.

Signatories

This Agreement is signed by the Designated Officers of each signatory organisation on behalf of their organisation:-

To complete for each Partner:

(Signature Pages)