

Ealing Service for Children with Additional Needs

Information Sharing Agreement

This is an agreement between the following services in Ealing Primary Care Trust:

1. Community Paediatricians;
2. Paediatric Occupational Therapy;
3. Paediatric Physiotherapy;
4. Paediatric Speech and Language Therapy;
5. Paediatric Occupational Therapy;
6. Paediatric Audiology;
7. Paediatric Dietetics;
8. Specialist Health Visiting;
9. CDT Administration;
10. School Nursing Team; and

the following services in Ealing Council:

11. Educational Psychology
12. Special Educational Needs Service (SENS) Team
13. SEN Administration
14. SEN Transport
15. Social Services Children with Disabilities (CWD) Team;
16. Social Services Occupational Therapy Team; and

the following:

17. The Joint Assistant Director, Ealing Service for Children with Additional needs
18. Early Years Support Keywork Manager and Keyworkers

It is made under the auspices of the Ealing Information Sharing Protocol.

Purpose of this Information Sharing Agreement

- 1.1 The purpose of this Information Sharing Agreement (ISA) is to ensure that staff working within the Ealing Service for Children with Additional Needs in the Borough of Ealing legally share the necessary information to provide services which safeguard and promote the welfare of children and young people accessing the service.
- 1.2 This data sharing is done under the legal framework contained in the Children Act 2004 Section 10.

Extent and type of information to be shared

- 2.1 The information routinely held by staff working in the Ealing Service for Children with Additional Needs includes:
- a. Basic demographic details, including name, address, gender, ethnicity and date of birth of the service user;
 - b. Number(s) identifying the service user;
 - c. The name and contact details of any person with parental responsibility for the service user or who has care of them at any time;
 - d. Details of any education being received by the service user (including the name and contact details of any educational institution attended);
 - e. The name and contact details of any person providing primary medical services in relation to the service user
 - f. The name and contact details of any person providing services to the service user
 - g. Information as to the existence of any cause for concern in relation to the service user;
 - h. Information of other description, including medical records, diagnosis details or other personal records.

Information to service users

- 3.1 All service users accessing services within the Ealing Service for Children with Additional Needs will be fully informed about the management of their data.
- 3.2 When a professional meets for the first time with a service user to carry out an assessment they should discuss confidentiality with the service user and provide them with information advising the service user of their rights (see Appendix A).
- 3.3 Information provided should include details on the purposes for which the service user's information may be used, with whom it may be shared, how they can access it and rectify errors and how they can make a complaint about the way their information has been used.

How the information may be used

Who will have access to the service user's information?

- 4.1 All staff working within the services party to this agreement will routinely have access to the information specified in section 2 a. to f.
- 4.2 Those working directly with or providing services to the service user and family will have access on a need-to-know basis to the information as above and as specified in section 2 g. and h.
- 4.3 Need-to-know is based on the following principles:
 - What is the purpose of the disclosure
 - What is the nature and the extent of the information to be disclosed

- To whom is the disclosure to be made (and is the recipient under a duty to treat the material as confidential)
- Is the proposed disclosure a proportionate response to the need to protect the welfare of a child to whom the confidential information relates?

In what circumstances will consent be sought to share certain information?

- 4.4 All children/adults accessing services party to this agreement will be fully informed about the management of their data. When a professional meets for the first time with a service user to carry out an assessment they should discuss the need to share information about them and advise the service user of their rights.
- 4.5 Service users and their family will have the right to request that the information is not shared. Staff should ensure the service user's wishes are respected.
- 4.6 Confidentiality may be broken if a professional believes there is a serious risk to the health, safety or welfare of a young person or others; and to the extent that disclosure is required to address that risk, including for the detection, prevention and prosecution of a crime.

How will requests to limit the sharing of information be recorded?

- 4.7 Requests to limit the sharing of information should be clearly stated and recorded on the service users file, including details on the type information and who it can and/or cannot be shared with. Notification should be clearly stated on the front of the service user's file (see Appendix B).

Who will authorise transfer of routinely shared information if the service user has indicated that they do not agree to certain information being shared?

- 4.8 In the most exceptional of circumstances, disclosure should only take place after consultation with the service user and their family and support for a voluntary disclosure has been offered.
- 4.9 If the service user has indicated that they do not agree to certain information being shared, transfer of the information will be authorised by a line manager, service head or the Assistant Director, Ealing Service for Children with Additional Needs.

How will the reasons for transfer in these circumstances be recorded?

- 4.10 The reasons why it is necessary to share information without consent will be recorded, as well as the nature of the information being shared. A signed copy of the authorisation will be placed in the service user's file for the purposes of an audit trail.

How will the issue of consent be handled in respect of people under the age of 16 or adults who lack the capacity to give consent?

- 4.11 A person with parental responsibility, or carer, in consultation with the service user, must be fully informed of their right to place limits to information being shared.

4.12 However, the exercise of parental responsibility is limited when children are sufficiently mature and have the capacity to make decisions for themselves. A child under 16 can make decisions about the information to be shared if he or she is 'Gillick competent' (understands what is involved and is capable of expressing his or her views and wishes).

What are the arrangements for secure storage and destruction of the information?

4.13 Personal information will be securely stored and destroyed in compliance with service guidance and procedures.

In what circumstances can secondary disclosure beyond the partners of the ISA take place without the explicit permission of the originating organisation?

4.14 Wherever possible, permission should always be sought from the original provider before secondary disclosure.

4.15 Secondary disclosure of information, without the explicit permission of the origination organisation can only take place:

- Under the auspices of an Information Sharing Protocol;
- To protect the safety and welfare of a child, young person or others.
- For the purpose of legal proceedings;
- For the detection, prevention and prosecution of a crime;

Where the permission of the original provider of the information is required prior to secondary disclosure how will that permission be obtained and recorded?

4.16 Consent for secondary disclosure will be obtained and recorded in all files for audit purposes. Notes for this purpose will be signed, dated and clearly stating what information was shared.

What are the arrangements for service user access to the information?

4.17 Service users will be informed about how they can seek access to information held about them using the 'subject access procedures' of the relevant service.

4.18 In the case of more than one service, service users will be given a single point of contact who will coordinate the access request.

4.19 In exceptional circumstances, if any of the partner organisations have statutory grounds for restricting a person's access to information about them, the person will be told that such information is held and the grounds on which it is restricted.

In what circumstances would it be reasonable for the service user to be given access to information without the specific consent of the original provider?

4.20 If the original provider is a service within the Ealing Service for Children with Additional Needs, staff will be notified but explicit consent will not be sought.

4.21 For members of the public, and staff working for services outside of the Ealing Service for Children with Additional Needs, reasonable steps should be taken to establish consent.

4.22 If consent is not obtained, the decision to share information should be referred to a line manager who should take into account the following steps in making the final decision:

- Any duty of confidentiality owed to the individual who may be identified
- Any steps taken with a view to seeking the consent of the individual
- Whether the other individual is capable of seeking consent and any express refusal of consent.

Where the consent of the original provider is required before giving the service user access how will it be obtained and recorded?

4.23 Permission from the original provider for subject access to information will be recorded in notes on both files for audit purposes.

What are the arrangements for rectifying errors in data?

4.24 Service users will be able to correct any factual errors that may have been made. Where opinion about a service user is recorded and they feel the opinion is based on incorrect factual information, they will be given the opportunity to correct the factual error and record their disagreement with the recorded opinion. Original errors will be kept in the file with details of any corrections made.

Breaches of Confidentiality

- 5.1 In cases of a serious breach of this agreement by a member of staff disciplinary action will be taken by the Assistant Director, Ealing Service for Children with Additional Needs under the current policies and procedures.
- 5.2 Complaints about data sharing within the Ealing Service for Children with Additional Needs will be dealt with according to the Integrated Complaints Protocol and referred to monitoring purposes in accordance with Ealing's Information Sharing Protocol.

Staff awareness and training

6.1 Staff in the services party to the Information Sharing Agreement will be given the opportunity to access information sharing training as part of the Ealing Service for Children with Additional Needs training program under development. Information sharing guidance will also be issued as part of the induction program. Staff will be asked to sign an agreement confirming they have received, read and understood this agreement.

Governance

- 7.1 The Ealing Service for Children with Additional Needs will have overall responsibility for governance and implementation of this agreement.
- 7.2 Each service party to the agreement agrees to have a named individual to lead on the agreement. The named person will be responsible for monitoring compliance with the agreement within their service.
- 7.3 The Joint Assistant Directors for Children with Additional Needs, in consultation with service heads, has the authority to sign up to further information sharing

agreements between the Ealing Service for Children with Additional Needs and other external services.

Review of Information Sharing Agreement

- 8.1 This agreement will last until the Ealing Service for Children with Additional Needs Management Board wish to terminate the agreement.
- 8.2 This agreement can be reviewed at the request of the management board and/or on an annual basis.

Closure/termination of agreement

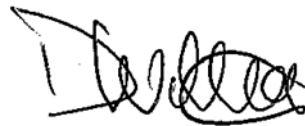
- 9.1 Partners will be able to terminate the agreement by notifying the Assistant Director, Ealing Service for Children with Additional Needs and the management board.

Signatories

- 10.1 This agreement is signed on behalf of the Ealing Service for Children with Additional Needs:



David Archibald
Executive Director for Children and Adults
London Borough of Ealing



David Williams
Director of Services
Ealing Primary Care Trust

