

Reference: FOI.ICB-2223/188

Subject: Working Together Agreements

*I can confirm that the ICB **does hold the information requested**; please see responses below:*

QUESTION	RESPONSE
<p>1. Copies of all Working Together Agreements (WTA) signed by patients/family carers, providers and the BNSSG CCG and ICB since 2018, with the names of patients/family carers and providers redacted.</p>	<p>The ICB holds a very small number of WTAs (less than 10) with individuals and believes that disclosure of the individual agreements may make these individuals identifiable even with all names and providers redacted. We have attached the standard templates used to develop WTAs with individuals and their families.</p> <p>Any additional information included within a WTA other than that within the standard template would constitute personal information as WTAs are developed for individual circumstances.</p> <p>As such the ICB has applied Section 40 (personally identifiable data) of the FOI Act to the question. The information which may be inferred from receiving a WTA personally developed for an individual would be considered health information which is considered special category data under Article 9 of the UK GDPR.</p>
<p>2. Names of social care providers funded by BNSSG CCG/ICB who have signed WTAs since 2018.</p>	<p>The ICB has applied Section 40 (personally identifiable data) of the FOI Act to this question. The ICB considers that the number of WTAs agreed by the CCG/ICB is low enough that those who have agreed a WTA could be identified from the provider names. The information which may be inferred from knowing the provider names is</p>



**Bristol, North Somerset
and South Gloucestershire**
Integrated Care Board

	considered health information which is considered special category data under Article 9 of the UK GDPR.
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The information provided in this response is accurate as of 10 March 2023 and has been approved for release by Rosi Shepherd, Chief Nursing Officer for NHS Bristol, North Somerset and South Gloucestershire ICB.

Working Together - an Agreement to promote good relationships between professionals and XXXXXXXXXX

This Agreement is to provide a framework for an effective working relationship between:

- XXXXXXXX
- members of the district nurses ("DNs")
- members of the commissioning team at the Bristol, North Somerset and South Gloucestershire Clinical Commissioning Group (the "CCG"); and
- members of the care agency ("CA");.

to:

- ensure that XXXXXX care and support needs are met in a safe and appropriate way;
- ensure that appropriate pathways are established for effective communication;
- facilitate the efficient exchange of information and ensure that all parties are in a position to competently and proficiently exercise their roles and functions;
- safely maximise the positive experiences and opportunities available to xx; and
- ensure that all parties are acting in a manner in accordance with xxx best interests.

It is extremely important for XXXXX current and future wellbeing that there is a good working relationship between all stakeholders involved in her care. It is recognised that there are a significant number of stakeholders who are required to have input into XXXX care and that this creates a high potential for miscommunication and a rapid deterioration in working relationships.

Health and social care professionals recognise that xxx plays a pivotal role in xxx care and welfare. It is imperative that a structure is in place to ensure that xxx is engaged with professionals involved in xxx package of care and support.

1 Person A

By signing below, xxx agrees to the following:

- 1.1 to be courteous and respectful at all times to all care staff and professionals supporting xxx
- 1.2 to ensure that care staff are not prevented from accessing or delivering care to xxx in accordance with their shift arrangements and xxx care plan;
- 1.3 to share any relevant information regarding xxx with DN's, CA and CHC – via (insert contact details e.g. email / phone] in a timely fashion;
- 1.4 To ensure appointments and arrangements that are arranged on behalf of the multi-disciplinary team take place in accordance with those arrangements.
- 1.5 to direct any ideas, questions or concerns regarding the care provided to xxx only either:
 - 1.5.1 in writing (which can be by email) to the seniors of DN's, CCG, CA or CHC; or
 - 1.5.2 orally with the seniors of DN's, CCG, CA or CHCsave, in exceptional circumstances where there is an immediate threat to the health and safety of xxx or any other person;
- 1.6 to recognise that any significant decisions concerning care or commissioning will require involvement from the relevant statutory bodies and that those decisions cannot be taken in isolation by xxx
- 1.7 to respect any views expressed by care staff and the health and social care professionals even if they disagree with these;

- 1.8 to refrain from acting in a manner which is physically, emotionally or mentally abusive towards the care staff or any other health and social care professional;
- 1.9 to refrain from acting in way which is aggressive or intimidating towards the care staff or any health and social care professionals, including blocking access, entering personal space or using threatening language or tone;
- 1.10 to refrain from acting in a way which is likely to cause harassment, alarm or distress to the care staff or any health and social care professionals;
- 1.11 to allow care staff (and any health and social care professionals) to perform their roles and duties, effectively and efficiently, in accordance with the care plans and their professional obligations both in the family home and in any other location;
- 1.12 to only engage in care for xxx in accordance with xxx care plans or under direction from specialist health and social care professionals;
- 1.13 to accept professional advice, guidance and training on any equipment, device or item(s) assessed as being appropriate to support meeting the care needs of xxx in a safe and appropriate way and to continue to use any such equipment, device or item(s) appropriately.
- 1.14 to refrain from preventing or otherwise interfering with the safe and timely delivery of health, social care or other appointments for xxx
- 1.15 to promote a collaborative working relationship between all stakeholders in xxx care.

2 Care agency

By signing the below, **[insert name and professional designation]** (on behalf of CA agrees to the following:

- 2.1 to be courteous and respectful to xxx and to xxx at all times.
- 2.2 to consider all ideas, questions or concerns raised by xxx in accordance with this Agreement, to the extent that staff will only act in accordance with xxx best interests;
- 2.3 to provide a response to any ideas, questions or concerns raised by xxx in accordance with this Agreement, within a reasonable timeframe (that response being either orally or in writing as appropriate in all of the circumstances);
- 2.4 to ensure that the CCG, HART and DNs are kept updated of ideas, questions or concerns raised by xxx where reasonable and appropriate in all the circumstances;
- 2.5 to inform xxx as soon as reasonably practicable, if there is any difficulty or delay in CA carers attending any shifts including what steps are being undertaken to identify a replacement carer;
- 2.6 to ensure that all significant decisions (as opposed to day-to-day decisions) are taken following appropriate consultation and are clearly communicated to all relevant stakeholders in xxx care;
- 2.7 to ensure that care staff are provided with supervision in the form of support, guidance and direction to enable them to deliver care to xxx effectively and appropriately;
- 2.8 to ensure that all care staff are aware of the policies bespoke to xxx care and support package and that they are fully compliant with them at all times;
- 2.9 to complete an incident report for each and every incident (no matter how minor) – including all incidents involving xxx, xxx, any care staff and any member of the public, ensuring that the incident report is comprehensive and detailed (describing the entirety of the incident –

including the lead up to, during the incident and post incident periods – any analysis and any follow-up actions – including who was informed of the incident and any care/treatment required;

- 2.10 to provide copies of all incident reports to the CCG/CHC and copies of all serious incident reports to the CCG/CHC
- 2.11 to ensure that any concerns arising from the incidents relating to any conduct, behaviour or action by xxx, are raised with xxx directly facilitated with clear expectations as to the response expected from xxx
- 2.12 to promote a collaborative working relationship between all stakeholders in xxx's care.

3 CHC

By signing the below, xxxxx xxxxx (on behalf of CHC and the CCG) agrees to the following:

- 3.1 to be courteous and respectful to xxx and xxx at all times;
- 3.2 to consider all ideas, questions or concerns raised by xxx to the extent that staff will only act in accordance with xxx best interests.
- 3.3 to provide a response to any ideas, questions or concerns raised by xxx within a reasonable timeframe (that response being either orally or in writing as appropriate in all of the circumstances);
- 3.4 to ensure that xxx is appropriately informed and consulted on best interest decisions as is reasonable in all of the circumstances;
- 3.5 to ensure that all significant decisions (as opposed to day-to-day decisions) are taken following appropriate consultation and are clearly communicated to all relevant stakeholders in xxx care;
- 3.6 to keep under review whether any training should be offered to carers, including xxx and where appropriate to facilitate such training;
- 3.7 to ensure that any issues identified in the review of the incidents are promptly discussed and addressed with the xxx with appropriate follow up to ensure that action is taken;
- 3.8 to ensure that any concerns arising from the incidents relating to any conduct, behaviour or action by xxx are raised with xxx directly with clear expectations as to the response expected from xxx;
- 3.9 to attend MDT review meetings every 3 months to ensure effective coordination of professionals supporting xxx and to address any known issues arising
- 3.10 to promote a collaborative working relationship between all stakeholders in xxx care.

4 The CCG

By signing the below, xxxxxx (on behalf of the CCG) agrees to the following:

- 4.1 to be courteous and respectful to xxx and xx at all times;
- 4.2 to consider all ideas, questions or concerns raised by xxx to the extent that staff will only act in accordance with xxx best interests.
- 4.3 to provide a response to any ideas, questions or concerns raised by xxx within a reasonable timeframe (that response being either orally or in writing as appropriate in all of the circumstances);

- 4.4 to ensure that xxx is appropriately informed and consulted on best interest decisions as is reasonable in all of the circumstances;
- 4.5 to ensure that all significant decisions (as opposed to day-to-day decisions) are taken following appropriate consultation and are clearly communicated to all relevant stakeholders in xxx care;
- 4.6 to monitor xxx care and ensure that CA and xxx continue to deliver effective and appropriate care for xxx in accordance with her support plan;
- 4.7 to promote a collaborative working relationship between all stakeholders in xxx care
- 4.8 to attend MDT review meetings every 3 months to ensure effective coordination of professionals supporting xxx and to address any known issues arising

5 The District Nurses

By signing the below, (on behalf of DNs) agrees to the following:

- 5.1 to be courteous and respectful to xxx and to xxx at all times.
- 5.2 to consider all ideas, questions or concerns raised by xxx in accordance with this Agreement, to the extent that staff will only act in accordance with xxx best interests;
- 5.3 to provide a response to any ideas, questions or concerns raised by xxx in accordance with this Agreement, within a reasonable timeframe (that response being either orally or in writing as appropriate in all of the circumstances);
- 5.4 to ensure that the CCG, CHC and CA are kept updated of ideas, questions or concerns raised by xxx where reasonable and appropriate in all the circumstances;
- 5.5 to ensure that all significant decisions (as opposed to day-to-day decisions) are taken following appropriate consultation and are clearly communicated to all relevant stakeholders in xxx care;
- 5.6 to ensure that nurses are provided with supervision in the form of support, guidance and direction to enable them to deliver care to xxx effectively and appropriately;
- 5.7 to ensure that all nurses are aware of the policies bespoke to xxx care and support package and that they are fully compliant with them at all times;
- 5.8 to complete an incident report for each and every incident (no matter how minor) – including all incidents involving xx, any care staff and any member of the public, ensuring that the incident report is comprehensive and detailed (describing the entirety of the incident – including the lead up to, during the incident and post incident periods – any analysis and any follow-up actions – including who was informed of the incident and any care/treatment required;
- 5.9 to provide copies of all incident reports to the CCG/CHC and copies of all serious incident reports to the CCG/CHC
- 5.10 to ensure that any concerns arising from the incidents relating to any conduct, behaviour or action by xxx are raised with xxx directly facilitated with clear expectations as to the response expected from xxx
- 5.11 to promote a collaborative working relationship between all stakeholders in xxx care.

Breach

If any party to this Agreement breaches any of its terms, consideration will be given as to whether referrals are required to the Local Safeguarding Board, the police, any professional regulators or the Court.

Signed	Signed	Signed	Signed
Dated	Dated	Dated	Dated
Barry Broadway	For and on behalf of The Care Agency	For and on behalf of CHC and the CCG	For and on behalf of the DNs

Working together – An agreement to promote good relationships between professionals, care agency staff and PATIENT

This agreement is to provide a framework for an effective and safe working environment between

- PATIENT
- Members of the care and support package provided by AGENCY

To

- Ensure that PATIENT'S care and support needs are met in a safe and appropriate way
- Ensure the safety of the staff employed by AGENCY
- Facilitate the efficient exchange of information and ensure that all parties are in a position to competently and proficiently exercise their roles and function
- Safely maximise the positive experiences and opportunities that are available to PATIENT
- Ensure all parties are working in a manner in accordance with PATIENT'S safety

It is extremely important for PATIENT'S package of care to be maintained as currently there are risks his health from his/ her choices

Health and social care professionals recognise that PATIENT has full capacity to make decisions regarding BEHAVIOUR. It is also recognised that s/he is able to make decisions regarding visitors to his home, therefore it is imperative that there are strategies in place to ensure that PATIENT'S care and support needs are met in a safe, effective and timely manner

- To be respectful and courteous to all members of his/ her care package
- If members of the care team feel vulnerable when in attendance due to a change in PATIENT'S behaviour or behaviour of visitors, such as, aggression and rudeness they will leave the shift. If this were to happen the member of staff would immediately report this to AGENCY and the CHC team at BNSSG.