



ENGAGEMENT PROTOCOL

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ENGAGEMENT PROTOCOL

Purpose

This Engagement Protocol details how seAp governs interactions with staff from Local Authorities, NHS Trusts, partner organisations and all other statutory and voluntary organisations agencies we work with.

More specific and detailed engagement protocols exist for seAp's statutory IMHA, ICAA, IMCA, DoLS IMCA and DoLS RPR services, which should be read in conjunction with this document.

Detailed contractual arrangements, describing the expected and agreed level of service to be delivered by seAp, are separately established between seAp and our Commissioners and Partner organisations.

Organisational targets and Key Performance Indicators (KPIs) will not ever conflict with seAp's stated aims and objectives. Furthermore, seAp will not deliver services that are outside its remit and work within the principles of advocacy as defined by the Advocacy Charter, namely:

- Clarity of Purpose
- Independence
- Confidentiality
- Person-Led
- Empowerment
- Equality & Diversity
- Accessibility
- Accountability
- Safeguarding
- Supporting Advocates

Robust arrangements are put in place via the formal agreements seAp has in place with all service delivery partners.

seAp's Area and Team Managers are responsible for ensuring that engagement arrangements are discussed and agreed with local commissioners and providers. Where specific local engagement protocols exist, it is desirable that all aspects of this Protocol are covered, and any departures reported to the seAp Management Team for further action.

Operational Delivery of Advocacy Services

The nature of the advocacy service provided is addressed within the detailed contractual service level agreements that constitute the formal contract and / or sub-contract arrangements or any subsequent agreed service level agreements or KPIs.

1. Funders, commissioners and staff from health and social care service providers will not be involved in matters of seAp staff recruitment, deployment and discipline or deciding how seAp's advocacy services should be managed and delivered.
2. seAp advocates should maintain the independence of the service from all individuals and agencies providing health, social care or residential services. Whilst remaining polite and pleasant towards staff in an establishment,

advocates should maintain a certain distance and must not get drawn into discussions about individual people without their consent.

3. seAp staff should take all appropriate steps to avoid conflicts of interest occurring in their work with clients. Where a conflict of interest does arise, it should be declared to the line manager and advice sought as to how to proceed.
4. Advocates should be free to act according to the wishes and needs of service users. They should not be threatened, compromised or harassed whilst carrying out their duties within agreed boundaries set out in the Advocates' Code of Practice. Where such harassment does occur, this must be reported to the line manager at the earliest opportunity.
5. seAp advocates will work to, and within, policies and procedures that are specific to specialist establishments such as prisons, hospitals and secure units.
6. Advocates provide an additional safeguard for clients who are subject to the Mental Health Act, Mental Capacity Act and the Care Act.
7. Advocates help clients to obtain information about, and understand their rights as described in advocacy principles, action planning guidelines and the roles and responsibilities of an advocate.
8. Not all issues raised with the advocate by clients will be best addressed through seeking resolution via formal complaints procedures. Many issues can be resolved at a more basic local level. This distinction should not be seen as precluding the client's right to instruct the advocate, for example in supporting them to make a formal complaint in the first instance, should they so wish.
9. All information relevant to the client that is received by the Advocate, in whatever way, will be shared with the client.

Confidentiality

seAp staff are bound by seAp's Confidentiality Policy, which is communicated to clients upon first contact with the service. All Commissioners and Partners are made aware of our policies and procedures for sharing information.

Only in exceptional circumstances will client confidentiality need to be breached. These are:

- a. if this is necessary in order to protect a person if they tell the service something which leads seAp to believe they or someone else may be at risk of serious harm, suicide or abuse, or assisting a serious criminal offence.
- b. if the service, having made every effort to do so, still lacks the ability to interpret the person's method of communication, and is therefore unable to consult them in such a way as to elicit their views or involve them in a potential breach.
- c. if there is intent to break security rules (in secure hospitals and prisons).
- d. if people working within the service would otherwise be assisting a criminal offence.

- e. if there is a court order for disclosure.
- f. Child Protection issues (Safeguarding).

In the case of adult safeguarding, we recognise that adults have a general right to independence, choice and self-determination including control over information about themselves. Where adults refuse intervention to support them, or request that information is not shared with safeguarding partners, their wishes should be respected unless:

- They lack capacity to make that decision.
- They are unable to understand, retain or weigh up information about the risks.
- An emergency/life-threatening situation exists.
- Others are at risk.
- A serious crime has been committed/could be prevented.
- Risk is unreasonably high.
- Staff are implicated.
- A court order exists for acting without consent.

All clients with capacity are advised of seAp's confidentiality policy verbally, informing them of the areas of conversation which cannot be kept confidential, using the client's Welcome Leaflet or in a form which the client can understand. This process may have to be repeated to ensure client understanding.

Commissioners and external partners are made aware of the seAp organisational policy through the tendering process and post-contract award discussions.

Information sharing

seAp is committed to the central advocacy principles of independence, confidentiality, person-led services and empowerment. In accordance with these principles, any client-specific information received from third parties, verbally or in writing (including via e-mail) will be shared with the client concerned.

When taking decisions about what information to share with others, seAp will consider how much information we need to release. The General Data Protection Regulation (GDPR) requires us to consider the impact of disclosing information on the information subject and any third parties.

Any information shared must be proportionate to the need and level of risk. Only information that is relevant to the purposes shall be shared with those who need it.

Information shall be adequate for its purpose and of the right quality to ensure that it can be understood and relied upon.

Information shall be accurate and up to date and will clearly distinguish between fact and opinion. If the information is historical then this will be explained.

Information will be shared in an appropriate, secure way, and in a timely fashion to reduce the risk of harm. Timeliness is key in emergency situations and it may not be appropriate to seek consent for information sharing if it could cause delays and therefore harm to a client or others.

Where clients lack capacity to give consent to sharing of their information, seAp advocates will balance the duty to consult other people with respecting the client's

right to confidentiality. Any information requested or shared must be proportionate to the need, and should be shared in an appropriate, secure way, in the same manner as when working with clients who are able to consent.

Information shared externally will be recorded on the seAp CRM system database.

Conflict of Interest

Conflict of interest includes but is not limited to: breach of confidentiality; abuse of trust; personal gain; divided loyalty (e.g. providing personal care and advocacy to the same person); provision of advocacy to more than one person within a family; provision of advocacy to both an abused person and the alleged perpetrator; competing priorities, (e.g. seeking preferential treatment for a friend or family member.)

In certain circumstances, a seAp independent advocate may become aware of issues that relate to more than one client, or that are raised by groups of clients. In these cases, the advocate is expected to bring these issues to the attention of their line manager or senior manager as soon as is possible, including matters which they judge as requiring urgent attention.

Service Complaints Against seAp

Complaints against seAp's advocacy service will be referred in the first instance to the line manager of the member of staff being complained about who will investigate the complaint using seAp's complaints procedure, with the option to keep the next line manager informed if necessary. Line management processes would be shortened if the issue being complained about was very serious, or where it is assessed there is a potential risk to the contract or seAp's reputation.

Clients are made fully aware of seAp's complaints process, which includes timescales for responding and reporting back to them. Formal complaints are also reported internally to seAp's Senior Management Team by Area and Team Managers' monthly reporting and reported to Commissioners and external partners via quarterly commissioning reports and meetings.

Incident Management & Reporting

Any incident which gives a client cause to complain which involves an advocate will be reported to their line manager or another senior manager as soon as possible. The nature, investigation and learning from the incident will then be discussed at individual staff supervision and locality team meetings, both of which are held every 4 to 6 weeks, unless the incident is so serious that the continued delivery of the advocacy service is compromised, in which case the seAp Area Manager will call an extraordinary contract review meeting.

Advocates are encouraged and supported to seek advice and guidance from their Supervising Advocate, Team or Area Manager or a member of seAp's Management Team. All seAp staff have access to a free 24/7 Employee Assistance Scheme.

Security of Information

Information given to advocates will be stored in line with current Data Protection legislation, GDPR and Caldicott Guardian Rules. This will ensure that all routes of

information to and from the client will remain within the approved channels and that no breaches of security or Data Protection legislation occur.

seAp will regularly update advocates of changes made to policies, procedures, protocols and guidelines.

Advocates' Conduct

Advocates working for seAp will be expected to conduct themselves in accordance with seAp's Code of Conduct, Advocates' Code of Practice, Code of Practice for Working in Prisons and Secure Units' and all other Codes of Practice relating to their specialist advocacy practice i.e. IMHA, IMCA, ICAA, etc.

Should any advocate become the subject of **serious concern** about their conduct and discharge of duties, then it is expected the advocate will be suspended from providing services (not necessarily all duties), following discussion and supervision (if not an urgent and immediate concern). Should the concern be that of the Commissioners, then a formal documented complaint is to be made to seAp. All conduct concerns will be dealt with via seAp's Disciplinary and Capability Policies.

Disputes between Agencies, Partners and other Statutory Bodies

In the event of any disputes arising, formal resolution and escalation procedures are in place between the organisations involved.

These include arranging a meeting between the relevant parties as soon as is practicable, and both parties should use their best endeavours to resolve the dispute as amicably as possible. If the issues are not resolved at this first meeting, then the parties should agree to either: refer the dispute to more senior members of each organisation or refer to independent mediation.

Any mediation should be conducted in the strictest confidence. If the parties reach agreement this should be recorded in writing and, once signed by both organisations, remains binding upon them.

The costs of mediation and any expenses incurred shall be shared equally between the parties.

Contract performance monitoring

Regular contract monitoring meetings will be held between an appropriate seAp member of staff, usually the local Team Manager or Supervising Advocate, and the service Commissioners and/or appropriate lead within the local service that seAp advocates are engaging with. Ongoing liaison will occur between seAp's locality Team Manager and any sub-contracted delivery partners, reinforced by quarterly formal sub-contract monitoring and review meetings.

Review

This Protocol will be subject to formal review by the Senior Management Team and will be liable to amendment in light of operational experiences.

Related Policies, Procedures and Protocols:

- Code of Conduct
- Confidentiality Policy
- Data Protection Policy
- Information Security Policy
- Advocates' Code of Practice
- Code of Practice for Prisons and Secure Units
- Safeguarding Adults Policy
- Safeguarding Children Policy and Procedure
- Information Sharing Protocol
- Non-Instructed Advocacy Policy
- Disciplinary Policy and Procedure Guidance
- Capability Policy
- Complaints Procedure
- Conflict of Interest Policy
- IMCA Engagement Protocol
- DoLS IMCA Engagement Protocol
- DoLS RPR Engagement Protocol
- IMHA Engagement Protocol
- ICAA Engagement Protocol