CLACKMANNANSHIRE COUNCIL

THIS PAPER RELATES TO ITEM 6 ON THE AGENDA

Report to Housing, Health & Care Committee

Date of Meeting: 29 January 2015

Subject: Health and Social Care Integration

Report by: Head of Social Services

1.0 Purpose

1.1. The purpose of this paper is to provide Housing Health and Care Committee with an update on progress in relation to health and social care integration. The report also informs committee of decisions taken by the Transition Board on 13th January 2015 on a range of issues including the consultation process for the draft integration scheme, the appointment process for the Chief Officer and the chairing arrangements for the Transition Board.

2.0 Recommendations

2.1 It is recommended that Committee:

a) Refer to the report on Health and Social Care Integration that was presented to Council on 18th December.

b) note the decisions taken by the Transition Board on 13th January 2015.

c) note the composition of the Transition Board and the representation from Clackmannanshire Council.

d) note the recruitment and selection process for the post of Chief Officer for health and care integration

e) comment on the draft integration scheme as part of the consultation process. A copy of the draft scheme is appended to this report *(Appendix 1).*

3.0 Considerations

Background

On 1 April 2014 the Public Bodies (Joint Working) (Scotland) Act 2014 received Royal Assent. The stated purpose of the Act is to provide a framework to support improvements in the delivery of health and social care services through their integration, and thereby to reduce duplication and inefficiency.

The policy rationale for integrating health and social care services is:

- to improve the quality and consistency of services for patients, carers, service users and their families;
- to provide seamless, joined up, high quality health and social care services which will care for people in their own homes, or in a homely setting, wherever it is safe to do so; and
- to ensure that resources are used effectively and efficiently to deliver services to the increasing number of people with complex needs, many of whom are older people.

The Act establishes a requirement for local authorities and its equivalent health board to agree an Integration Scheme. This will be a partnership agreement that details how the Integration Authority will operate. The Integration Scheme will be submitted to Scottish Ministers for approval which, when obtained, allows for the establishment of a local Integration Authority.

In this instance, the relevant partners are Clackmannanshire Council Stirling Council and NHS Forth Valley. When established, the Integration Authority must set out its Strategic Plan and determine the exact date for implementation of the new joint arrangements prior to April 2016. (Please see timetable for implementation below.)

3.1 **Scottish Government's Implementation Timetable**

Royal Assent	April 2014
Consultation on Regulations	Concluded August 2014
Guidance and Regulations should be available from Scottish Government	December 2014
Development of associated guidance	August 2014 to December 2014
Regulations evaluation and completion	End December 2014
Integration scheme submitted to Scottish Government	Before 31 March 2015
Disestablishment of Community Health Partnership (CHP)	1 April 2015
Integration goes live locally - Integration Scheme signed off by Scottish Government	Between April 2015 and March 2016
Production of Strategic Plan	Following agreement of Integration Scheme, before April 2016
All integration arrangements must be in place	Before April 2016 (this can be set at any date before this following the approval of the Integration Scheme)

3.2 The Scottish Government's approach has been fairly prescriptive in that statute and regulations define the integration structure, the services which are to be included within the integration partnership by both bodies, what must be included in the integration plan, and how the Integration Board will provide leadership and ensure decision-making and governance.

3.3 **Elected members are asked to note the following updates;**

3.4 The Clackmannanshire and Stirling Transitional Board will operate until such time as ministerial approval is given to the Integration Scheme and the Integration Joint Board can be legally established;

3.5 Local Authority representation of the Transition Board and the Integration Joint Board, will be three Elected Members from Clackmannanshire Council three Elected Members from Stirling Council and six board members of NHS Forth Valley.

3.6 The Transition Board has agreed that NHS Forth Valley will chair the Transition Board for the shadow period until March 2016. Alex Linkston chair of NHS Forth Valley has been appointed chair and Councillor Les Sharp Leader of Clackmannanshire Council appointed as vice chair.

3.7 Clackmannanshire Council's three representatives on the transition board comprise two Elected members from the political administration, namely Councilor Sharp and Councilor Balsillie, and one from the opposition, namely Councilor Cadenhead. The Transition Board also agreed that the Chief Social Work Officer and Chief Finance officer will be members of the Board. It is anticipated that the membership of the board will be enhanced over time with third sector and community representation. A proposal will be brought to a future board meeting to this effect

3.8 A draft Integration Scheme has been developed by the Partnership which is required to be submitted to the Scottish Government by April, 2015. The broad scope of services to be included within the Scheme (i.e. the minimum prescribed by the legislation) is still be finalised as outstanding decisions around some elements of unplanned acute care have yet to be agreed.

3.9 The Transition Board have agreed a local consultation strategy for the draft integration scheme for staff and public consultation. The final draft of the Integration Scheme will be presented to Clackmannanshire Council for approval in March 2015 prior to submission to the Scottish Government. As part of the consultation process there is a requirement to consult with a wide range of stakeholders on the draft scheme.

3.10 Each Integration Authority is required to appoint a Chief Officer and Chief Financial Officer. The arrangements for the recruitment process for the Chief Officer was agreed and finalised at the transition board on 13th January 2015. The appointment of the Chief Officer will be made by a panel of Elected Members and members of the Board of NHS Forth Valley). The Chief Officer's post will be advertised the week beginning 12th January 2015 in addition to the Appointments panel the recruitment process will be supported by an assessment centre. Clackmannanshire's Council's representatives on

the Appointments Panel comprises one elected member from the Administration namely Councilor Sharp and one from the main opposition namely Councilor Cadenhead;

4.0 Sustainability Implications

4.1 None

5.0 Resource Implications

5.1 Financial Details

5.2 There will be a cost to the Council for its share of the employee costs of the Chief Officer for health and care integration. The grade for the post has been finalised and it has been agreed at chief officer level. The costs will be shared between the three partners on a basis still to be agreed.

5.3 *Staffing Details*

5.4 There are no direct implications for the Council's establishment from this report. However, it is possible (depending on the background of the successful candidate for the chief officer post) that the Council may be the employer. It is equally possible the employer might be NHS Forth Valley.

6.0 Exempt Reports

6.1 Is this report exempt? No

7.0 Declarations

The recommendations contained within this report support or implement our Corporate Priorities and Council Policies.

(1) **Our Priorities** (Please double click on the check box)

Health is improving and health inequalities are reducing X

8.0 Equalities Impact

8.1 Have you undertaken the required equalities impact assessment to ensure that no groups are adversely affected by the recommendations? n/a

9.0 Legality

9.1 It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. Yes

10.0 Appendices

10.1 Please list any appendices attached to this report. If there are no appendices, please state "none".

Appendix 1 - Draft Clackmannanshire & Stirling Health and Social Care Integration Scheme

11.0 Background Papers

11.1 Have you used other documents to compile your report? (All documents must be kept available by the author for public inspection for four years from the date of meeting at which the report is considered)

None.

Author(s)

NAME	DESIGNATION	TEL NO / EXTENSION
Phillip Gillespie	Assistant Head of Social Services	01259 225148

Approved by

NAME	DESIGNATION	SIGNATURE
Val de Souza	Head of Social Services	[redacted]
Elaine McPherson	Chief Executive	[redacted]

Clackmannanshire & Stirling Health and Social Care Integration Scheme

DRAFT FOR CONSULTATION

January 2015
Version 6.1

1. Introduction

The Public Bodies (Joint Working) (Scotland) Act 2014 (the Act) ("the promary legislation" requires Health Boards and Local Authorities ("The Parties") to integrate planning for, and delivery of, certain adult health and social care services. The Parties can also choose to integrate planning and delivery of other services such as additional adult health and social care services beyond the minimum prescribed by Ministers, and children's health and social care services. The Act requires the Parties to prepare jointly an integration scheme setting out how this joint working is to be achieved. There is a choice of ways in which they may do this..

The Parties have agreed that they will adopt the "body corporate" arrangement (i.e. the model set out in s1(4)(a) of the Act) and this document sets out the detail as to how the Health Board and Local Authorities will integrate services. Section 7 of the Act requires the Parties to submit jointly an integration scheme for approval by Scottish Ministers. The integration scheme should follow the format of the model scheme and must include, as a minimum, the matters prescribed in Regulations. References to obligations on the Parties and/or the established body corporate ("The Integration Joint Board") under the primary legislation or the other regulations flowing therefrom have been included to ensure that all Parties and the integrated joint Board have a clear and coherent understanding of their respective roles, duties and powers.

Once the scheme has been approved by the Scottish Ministers, the Integration Joint Board (which has distinct legal personality) will be established by Order of the Scottish Ministers.

As a separate legal entity the Integration Joint Board has full autonomy and capacity to act on its own behalf and can, accordingly, make decisions about the exercise of its functions and responsibilities as it sees fit. However, the legislation that underpins the Integration Joint Board requires that its voting members are appointed by the Health Board and the Local Authority, and is made up of councillors, NHS non-executive directors, and other members of the Health Board where there are

insufficient NHS non-executive directors. Whilst serving on the Integration Joint Board its members carry out their functions under the Act on behalf of the Integration Joint Board itself, and not as delegates of their respective Heath Board or Local Authority. This is in line with what happened under the previous joint working arrangements. Because the same individuals will sit on the Integration Joint Board and the Health Board or Local Authority, accurate record-keeping and minute-taking will be essential for transparency and accountability purposes.

The Integration Joint Board is responsible for the strategic planning of the functions delegated to it and for ensuring the delivery of its functions through the locally agreed operational arrangements set out within the integration scheme in Section 4. Further, the Act gives the Health Board and the Local Authority, acting jointly, the ability to require that the Integration Joint Board replaces their strategic plan in certain circumstances. In these ways, the Health Board and the Local Authority together have significant influence over the Integration Joint Board, and they are jointly accountable for its actions.

2. Aims and Outcomes of the Integration Scheme

The main purpose of integration is to improve the wellbeing of people who use health and social care services, particularly those whose needs are complex and involve support from health and social care at the same time. The Integration Scheme is intended to achieve the National Health and Wellbeing Outcomes prescribed by the Scottish Ministers in Regulations under section 5(1) of the Act, namely:

1. People are able to look after and improve their own health and wellbeing and live in good health for longer.
2. People, including those with disabilities, long term conditions, or who are frail, are able to live, as far as reasonably practicable, independently and at home or in a homely setting in their community.

3. People who use health and social care services have positive experiences of those services, and have their dignity respected.

4. Health and social care services are centred on helping to maintain or improve the quality of life of service users.

5. Health and social care services contribute to reducing health inequalities.

6. People who provide unpaid care are supported to reduce the potential impact of their caring role on their own health and well-being.

7. People who use health and social care services are safe from harm.

8. People who work in health and social care services are supported to continuously improve the information, support, care and treatment they provide and feel engaged with the work they do.

9. Resources are used effectively in the provision of health and social care services, without waste.

Our vision is to enable people in the Clackmannanshire and Stirling Partnership to live full and positive lives within supportive communities.

We want to see:

- Individuals, their carers and families are able to manage their own health, care and well being;
- Community networks and supports are in place, accessible and help people to live in good health for longer;
- Individuals, their carers and families have control and choice over decisions about their care, which focuses on maintaining or improving quality of life;
- Individuals are able to live, as far as reasonably practicable, at home or in homely settings within their community;
- Hospital admissions and discharges are planned.

Having regard to the integration planning principles we want to:

- provide seamless, integrated services that are focussed on delivering outcomes and prioritising the best and most appropriate care for people.
- put individuals, their carers and families at the centre of their own care pathway;
- take an asset based approach to service development, which recognises the wealth of our communities;
- recognise the importance of independence by focussing on re-ablement, rehabilitation and recovery;
- communicate frequently in a way which is accessible and understandable, and allows an ongoing, two way dialogue;
- Encourage continuous improvement by supporting and developing our workforce.
- adopt a presumption against unplanned care and therefore any shift of resources will be from unplanned care to community based services.

Integration Scheme

The parties:

Clackmannanshire Council, established under the Local Government etc (Scotland) Act 1994 and having its principal offices at Kilncraigs, Alloa FK21EB

And

Stirling Council established under the Local Government etc (Scotland) Act 1994 and having its principal offices at Teith House Kerse Road Stirling FK77QA.

And

Forth Valley Health Board, established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as "NHS Forth Valley") and having its principal offices at Carseview House, Castle Business Park, Stirling, FK9 4SW hereinafter referred to as "**NHS FV**"

(together referred to as "**the Parties**")

1. Definitions And Interpretation

1.1 For the purpose of this agreement the undernoted terms and expressions have the following meaning:-

"The Act" means the Public Bodies (Joint Working) (Scotland) Act 2014;
"The Parties" means the Clackmannanshire an Stirling Councils and NHS FV;
"The Scheme" means this Integration Scheme;
"The Board" means the Integration Joint Board to be established by Order under section 9 of the Act;
"The Integration Scheme Regulations" means the Public Bodies (Joint Working)(Integration Scheme) (Scotland) Regulations 2014
"Integration Joint Board Order" means the Public Bodies (Joint Working) (Integration Joint Boards) (Scotland)Order 2014

"Integration functions" are the functions of the Parties which require to be delegated to the Integration Joint Board by virtue of the Act as set out in Appendices 1 and 2 attached hereto and any such other functions as the Parties may lawfully agree to delegate.

"Integration start date" means the day on which the functions are delegated to the Integration Joint Board by virtue of Section 29(4) of the Act or, as the case may be, Section 9 (3).

"Integration planning principles" are as defined in section 4 of the Act

"Outcomes" means the Health and Wellbeing Outcomes prescribed by the Scottish Ministers in Regulations under Section 5(1) of the Act

"Shadow year" means the year ending 31 March 2016

"Strategic Plan" means the plan with the Integration Joint Board is required to prepare and implement in relation to the delegated provision of health and social care services to adults in accordance with Section 29 of the Act

"Strategic Planning Group" means the group established under Section 32 of the Act

"Chief Officer" means the individual appointed to the Integration Joint Board by virtue of Section 9 of the Act

"Third Sector Bodies" includes non-commercial providers of health and social care, representative groups, interest groups, social enterprises and community organisations

"Appropriate person" means a member of the Health Board but does not include any person who is both a member of the Health Board and a Councillor

"Service users" means persons to whom or in relation to whom services in respect of the integrated functions are provided

"Appointing period" means the period, not exceeding three years, for which a constituent party is to be entitled to appoint the Chairperson or Vice Chairperson of the Integrated Joint Board

"Consultee Regulations" means the Public Bodies (Joint Working) (Prescribed Consultees) (Scotland) Regulations 2014

In implementation of their obligations under the Act, the Parties hereby agree as follows:

In accordance with section 2(4) of the Act, the Parties have agreed that the integration model set out in sections 1(4)(a) of the Act will be put in place for Clackmannanshire & Stirling Health and Social Care Integration Authority namely the delegation of functions by the Parties to a body corporate that is to be established by Order under section 9 of the Act. This Scheme comes into effect on the date the Parliamentary Order to establish the Integration Joint Board comes into force.

2. Local Governance Arrangements

2.1 Having regard to the requirements contained in the Integration Scheme Regulations, the Parties require to supply the detail of the voting membership, the Chair and Vice Chair of the Integration Joint Board

2.2 The Board and the Parties must communicate with each other and interact in order to contribute to the Outcomes however the Integration Joint Board does have a distinct legal personality and the consequent autonomy to manage itself and make decisions.

2.3 The Parties have no power to independently sanction or veto decision of the Integration Joint Board.

2.4 The parties have agreed that the composition of the voting membership of the Board shall be as follows :-

I. Three Councillors nominated by Clackmannanshire Council
II. Three Councillors nominated by Stirling Council
III. Six members nominated by NHS Forth Valley

2.5 The Parties have agreed that the NHS FV voting membership shall comprise four Non-Executive Directors and two Executive Directors; furthermore shall be able to on occasion where necessary substitute one further non - Executive Director with an Executive Director.

2.6 The non-voting membership of the Integration Joint Board shall be as follows:-

I. The joint Chief Social Work Officer for Clackmannanshire and Stirling failing which the Chief Social Work Officer of one of the constituent Local Authorities
II. The Chief Officer of the Board
III. The proper officer of the Board appointed under Section 95 of the Local Government (Scotland) Act 1973
IV. A registered medical practitioner whose name is included in the list of primary medical services performers prepared by the Health Board in accordance with Regulations made under Section 17P of the National Health Service (Scotland) Act 1978
V. A registered nurse who is employed by the Health Board or by a person or body with which the Health Board has entered into a general medical services contract; and
VI. and a registered medical practitioner employed by the Health Board and not providing primary medical services

2.7 Once the Integration Joint Board is established it must in addition, appoint at least one member in respect of each of the following groups:-

I. a representative of staff of the constituent authorities engaged in the provision of services provided under the integration functions
II. third sector bodies carrying out activities related to health and social care for the area of the local authorities
III. service users residing in the area of the local authorities ;and
IV. persons providing unpaid care in the area of the local authorities

2.8 The Board may appoint such additional members in a non voting capacity as it sees fit but such members shall not include a Councillor or Non- Executive Director of the NHS

2.9 In accordance with Article 7 of the Integration Joint Board Order and subject to Article 8 and para 2.10 below, members of the Integration Joint Board will be appointed for a period of three years and may be eligible for reappointment thereafter for one further term of office.

2.10 Non voting members as detailed in clause 2.6 I - III above shall remain a member of the Integration Joint Board for as long as they hold the office in respect of which they were appointed.

2.11 Voting Board Members will be deemed to have their appointment to the Integration Joint Board withdrawn if they no longer meet the criteria set out in clause 2.4 above and the appointing Party will be able to remove that member by giving notice under Regulation 14 of the Integration Joint Board order.

2.12 Should a Voting Board Member resign from the Integration Joint Board, the appointing Party will be entitled to appoint another representative to the Integration Joint Board pursuant to clause 2.4 and 2.7 as applicable.

2.13 Removal of a Voting Board Member shall be in accordance with Article 14 of the integration Joint Board Order.

2.14 The appointing period for the Chairperson and Vice-Chairperson shall be ..XXXXXXXXX

2.15 The Parties have agreed that the first Chairperson shall be nominated by XXXXXXX

2.16 The Parties have agreed that the first Vice-Chairperson shall be nominated by XXXXXXX

2.17 If NHS FV nominate the Chairperson , the Vice Chair must be nominated by one of the constituent Local Authorities and vice versa in accordance with Article 6 of the Integrated Joint Board Order.

2.18 The appointment of the Chairperson and consequently the Vice Chairperson must alternate between NHS FV and a constituent local authority

2.19 Nominations for Chairperson and Vice Chairperson can only come from the voting membership of the Board and subject to the further proviso that NHS FV may only nominate a voting member who is a Non-Executive Director.

2.20 A constituent Party may change the person appointed by that Party as Chairperson or Vice-Chairperson during the appointing period.

2.21 The business and procedures of the Integration Joint Board meetings shall be set out in the Board's Standing Orders.

2.22 The Board may enter into a contract with any other person in relation to the provision to the Board of goods and services for the purpose of carrying out functions conferred on it by the Act.

3. Delegation of Functions

3.1 The functions that are to be delegated by the Health Board to the Integration Joint Board are set out in Part 1 of Annex 1. The services to which these functions relate, which are currently provided by the Health Board and which are to be integrated, are set out in Part 2 of Annex 1.

3.2 The functions that are to be delegated by the each of the constituent Local Authorities to the Integration Joint Board are set out in Part 1 of Annex 2. The services to which these functions relate, which are currently provided by

each of the constituent Local Authorities and which are to be integrated, are set out in Part 2 of Annex 2.

4. Local Operational Delivery Arrangements

4.1 The Board shall have strategic and operational responsibility for the delivery of the integrated functions services as specified in the legislation.

4.2

4.3 The Board shall appoint a Chief Officer in accordance with Section 10 of the Act. The specific provisions relating to the role are as detailed in section 6 of this Scheme.

4.4 The Board shall prepare a strategic plan as required by Section 29 of the Act

4.5 The Board shall establish a Strategic Planning Group in accordance with Section 32 of the Act before preparing its first Strategic Plan.

4.6 The Strategic Plan shall be prepared in accordance with Section 33 of the Act

4.7 The Parties will provide the Board will such information and support as may reasonably be required to assist the Board to comply with its obligation to prepare a strategic plan. In particular it shall:-

I. The Parties will share the necessary activity and financial data for services, facilities or resources that relate to the planned use by their residents.

II. The Parties will advise the Board as soon as practicable where they intend to change non integrated service provision that will have a resultant impact on the strategic plan.

4.8 The Board shall have regard to the effect which any arrangements which it is considering setting out in the strategic plan may have on services, facilities or resources which are used, or may be used, by another integration authority and the Parties shall provide the Board with the appropriate information to determine this. In particular;-

I. NHS FV will provide the necessary activity and financial data for services, facilities or resources that relate to the planned use, by people who live within the Clackmannanshire and Stirling areas, of services provided by other Health Boards ;and

II. The Councils will provide the necessary activity and financial data for services, facilities or resources that relate to the planned use of services within other local authority areas by people who live within the Clackmannanshire and Stirling areas.

4.9 The Board shall publish its Strategic Plan and statement of action taken, in accordance with Section 35 of the Act

4.10 The Board shall publish an Annual Financial Statement in accordance with Section 39 of the Act.

4.11 The Board will be responsible for monitoring and reporting on the delivery of services included in the Integration Functions on behalf of the Parties..

4.12 The Board shall prepare and publish an annual Performance Report and provide each Party with a copy

4.13 The Parties shall provide the Integration Joint Board with such information as may reasonably be required to prepare the Performance Report

4.14 The Parties shall provide corporate services support, particularly data analysis, to the Integration Joint Board to ensure the effective monitoring and reporting of targets and measures relating to the delivery of services by the Integration Joint Board.

4.15 In addition the Parties shall provide the following to the Integrated Joint Board:-

I. A list of all relevant targets, measures and arrangements which relate to the Integration Functions and for which responsibility is to transfer, in full or in part, to the Board ("**Integration Functions Performance Target List**").

II. A statement of the extent to which responsibility for each target, measure or arrangement is to transfer to the Board or remains with the relevant constituent parties.

III. A list of all targets that are shared and a statement as to the degree of responsibility and accountability of each party

IV. A list of all targets, measures and arrangements which relate to the functions of NHS FV or the Councils which are not Integration functions but which are to be taken account of by the Integration Joint Board when it is preparing the strategic plan ("**Non-integration Functions Performance Target List**").

4.16 The Non-Integration Functions Performance Target List will be developed [in the shadow year] alongside the strategic plan.

4.17 The Integration Functions Performance Target List will be developed [in the shadow year] alongside the strategic plan in two stages:

I. All of the existing targets, measures and arrangements currently in place in respect of the integrated functions will be identified and consolidated in one document together a

statement of the extent to which responsibility for each target, measure or arrangement is to transfer and to whom.

II. Those targets, measures and arrangements will be reviewed to ensure that ;-

a) they continue to be appropriate under the Board; and

b) any gaps are identified and appropriate targets, measures or arrangements recommended for approval of the Board.

4.18 The Lists will be reviewed annually by the Parties to ensure that they remain relevant.

4.19 The Board will provide such performance information as is required to the relevant scrutiny /audit committees of the constituent parties.

4.20 Parties will identify the corporate resources currently utilised to deliver the Integration Functions and agree :-

i. how those will be provided to the Board; and

ii. how the costs will be integrated within the annual budget setting and review processes for the Board.

4.21 The Parties will develop service level agreements [lasting a period of 3 years] for the approval of the Board for the corporate support services that it requires to fully discharge its duties under the 2014 Act.

4.20 Each service level agreement will be reviewed annually by the Parties and the Board to ensure that it is providing the necessary support .

5.0 Clinical and Care Guidance

5.1 In this part, the following terms have the following meanings:

"**Clinical Governance**" means a framework though which NHS FV is accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish.

"**Care Governance**" means a robust system for assuring high standards in the delivery of safe, personalised and effective health and social care services.

"Public Protection" includes adult support and protection, child protection, MAPPA arrangements, the alcohol and drug partnership, and domestic violence.

"**NHS Medical Director**" means [ ]

NHS Nursing Director" means [ ]

5.2 The Integration Joint Board together with the constituent Parties shall be responsible for ensuring that a framework for Clinical and Care Governance (hereinafter referred to as "the CCG Framework") is developed and put in place for the services to be delivered in relation to the Integration Functions

5.3 The Parties shall retain responsibility for providing assurance as to the quality and safety of services which are commissioned by them from the third and independent sectors in line with the requirements set out in the strategic plan

5.3 The Chief Social Work Officer, the NHS Medical Director and the NHS Nursing Director (hereinafter collectively referred to as the "CCG Lead Officers) will develop the CCG Framework for the approval of the Integration Joint Board

5.4 The NHS Medical and Nursing Directors shall ensure the governance and co-ordination of the integration functions across the clinical groups; the Chief Social Work Officer shall ensure the same across the social care groups.

5.5 The CCG Framework (which was finalised shall form an appendix to this Scheme) will take account of the relevant guidance provided by the Scottish Government and in particular will include :

:

i. details of how the Parties, their officers and main professional groups shall :-

   i. interact with;
   ii. provide professional advice to; and
   iii. provide oversight of clinical and care governance

to the Integration Joint Board, the Strategic Planning Group and the localities identified in the Strategic Plan in relation to the integrated functions

ii. details of the roles and responsibilities of each of the CCG Lead Officers and how they will operate and interact individually and collectively in relation to services which will be delivered in respect of the Integration Functions.

iii. details of how those roles and responsibilities will be fulfilled within the Integration Joint Board, the Councils and NHS Forth Valley. In particular, it will contain statements about how the role of the Chief Social Work Officer should be reflected in Council management arrangements. Arrangements in relation to the role of NHS Medical Director and the NHS Nursing Director are already explicitly articulated in NHS Forth Valley arrangements and will remain intact;

iv. clarification as to how each CCG Lead Officer will operate and interact within their respective constituent party management structures

v. clarification as to the role and relationship of the Integration Joint Board, Chief Officer, and the CCG Lead Officers to the Community Planning Partnership, particularly in relation to Public Protection.

vi. provision for the oversight and governance of mental health officers and practice and governance in relation to the Adults with Incapacity, Adult Support and Protection, and Mental Health Care and Treatment statutory framework. This will include clear delineation of responsibility and accountability around the roles and interdependencies of the Chief Officer and the Chief Social Work Officer.

vii. arrangements ands systems for sharing information effectively

viii. arrangements for service user and carer feedback and complaints handling

ix. in particular the CCG Framework will outline how :-

i. the quality of services delivery will be measured;
ii. organisational and individual care risks will be managed;
iii. continuous improvement will be promoted;
iv. professional and clinical standards will be maintained and ensured;
v. the Parties shall ensure that relevant staff have the appropriate skills and knowledge to deliver the integrated services to the right standard of care
vi. staff will be supported and supervised
vii. all relevant legislation and guidance will be complied with

5.6 The CCG Lead Officers ;-

I will be consulted on all reports which are prepared for the Integration Joint Board and any views expressed and/or advice offered, will be incorporated into such reports.

II may bring reports to the Board on matters relating to Clinical and Care Governance.

III will produce an annual report for the Board.

IV will ensure that any professional groups established with regard to localities feed into, and are part of, the wider system of Clinical and Care Governance.

V will ensure that relevant service user and for a feed into, and are part of the wider system of, Clinical and Care Governance

5.7 Adult and Child Protection Committees, Local Medical Committees, Managed Care Networks and Area Clinical Care forums and other such appropriate professional groups may provide advice, guidance and information directly to the Board and they in turn may approach the same directly as and when necessary.

I A schematic outlining how the relevant committees professional `groups, senior officers, service users and user/carer fora interact with and feed into the Board, the Strategic Planning Group and the strategic plan localities is outlined in Appendix XXXXX

5.8 The CCG Lead Officers will remain the lead and accountable professional for their professions in respect of integrated services

5.9 The health representatives that are appointed to the Board pursuant to Regulations 5 (2) (f) to (h) of the Integration Joint Board Order are appointed, and are professionally accountable, to the NHS Medical Director or the NHS Nursing Director.

5.10 The NHS Medical Director and the NHS Nursing Director can raise issues directly with the Board in writing [or through the representatives that sit on the Integration Joint Board.] The Integration Joint Board will respond in writing to these issues.

5.11 The three health professional representatives that sit on the Board will be either members of a newly established “integrated professional group” and/or sit on other Health Board committees, such as the Area Clinical Forum.

5.12 The Chief Social Work Officer will sit on any newly established “integrated professional group”.

6.0 Chief Officer

6.1 The Integration Joint Board shall appoint a Chief Officer in accordance with section 10 of the Act.

6.3 The Chief Officer shall be employed by one of the constituent parties.

6.4 The key functions of the Chief Officer are to ;-

I. oversee the development and implementation of the Strategic Plan;
II. direct and oversee the operational delivery of the integrated functions; as referred to at para 4.1 above
III. to monitor and report performance in respect of the same to the Board and the constituent Parties

6.5 The XXXXXXXX(Iidentify) as nominated by FV NHS shall be the single point of managerial contact in respect of those services referred to at 6.5 above and he/she shall provide the Chief Officer with regular updates as regards the operational delivery of those integrated functions.

6.6. The Chief Officer shall be jointly managed by the Chief Executives of the constituent Parties.

6.7 The Chief Officer shall sit as a member of the Executive Management Team of each of the Parties and as such shall use the existing governance and management structures of the constituent Parties to direct, monitor and

report upon implementation of the strategic plan and delivery of the integrated functions.

6.8 The Chief Officer shall not hold position of Chief Social Work Officer, NHS Medical Director or NHS Nursing Director.

6.9 Where the Chief Officer is absent or otherwise unable to carry out their responsibilities for an extended period, the Parties will jointly propose an appropriate interim arrangement for approval of by the Integration Joint Board Chair and Vice-Chair. If the Chief Officer's absence is expected to be more than [ ] weeks, a formal secondment or recruitment process will be put in place by the Board.

7.0 Workforce and Organisational Development

7.1 The Parties will jointly develop and put in place for their employees delivering integrated services [and where appropriate for any employees of the Integration Joint Board]

i. a joint workforce development and support plan (which will cover the learning and development of staff, their engagement and the development of a healthy organisational structure); and

ii. an organisational development strategy (together "**the Workforce Plans**".)

7.2 The agreed approach to developing the Workforce Plans is attached at annex XXXXXX

7.3 The Parties will commit all necessary resources to ensure the development and implementation of the Workforce Plans and will, where appropriate, consult with stakeholders.

7.4 The Workforce Plans will be developed in the Shadow Year alongside the Strategic Plan

[Work in progress subject to further guidance and regulations]

8. Payment in the first year [16/17] to the Integrated Joint Board for delegated functions

8.1 The method for determining the amount to be paid by the Health Board and Local Authorities to the Integration Joint Board in respect of each of the functions delegated by them to the Integration Joint Board [other than those to which section 1.2 below applies] (the **"Integrated Budget")** will be based on:-

i. The financial element in the emergent Strategic Plan.
ii. A transparent analysis of actuals v budget for financial year 2013/14.
iii. A transparent ongoing analysis of projections v budget for financial year 2014/15.
iv. The analysis above may lead to appropriate budget reprofiling between services in scope and also between services in scope and those that are not.
v. The requirement of the partners to produce balanced budgets in 2015/16 with constrained resources and a recognition that partners are likely to use different budget assumptions e.g. on inflation and pay awards.
vi. Central and Departmental Administrative charges will not be included nor will Capital Charges.
vii. Recognition that a degree of flexibility and pragmatism will be required in the first year, in particular, of a change of this magnitude and complexity.

8.2 The method for determining the amounts to be made available by the Health Board to the Integration Joint Board in respect of each of the functions delegated by Health Board which are (i) carried out in a hospital in the area of the Health Board and (ii) provided for the areas of two or more local authorities 2 area wide will be based on.....

TO FOLLOW

8.3 Payment in subsequent years

8.3.1 The method for determining the amount to be paid by the Health Board and the Local Authorities to the Integration Joint Board in respect of each of the functions delegated by them to the Integration Joint Board [other than those to which section 1.2 above applies] (the **"Integrated Budget**") shall be based on :-

i. The indicative three year financial element in the Strategic Plan, subject to annual approval through the partners' respective budget setting processes.
ii. The IJB business case which shall be presented to the Health Board and Local Authorities for consideration against their other priorities and negotiation of their contributions.
iii. The business case should be evidence based with full transparency on its assumptions and take account of the factors listed at para 4.2.8 [as adjusted] of the IRAG Professional Guidance.
iv. Regard should continue to be directed to the implications of actual and projections relative to budget for recent financial years.
v. Central and Departmental Administrative charges will not be included, nor will capital charges, unless the partners and Integrated Joint Board jointly agree otherwise.
vi. Recognition that a degree of flexibility and pragmatism will be required.

8.3..2 The method for determining the amounts to be made available by the Health Board to the Integration Joint Board in respect of each of the functions delegated by Health Board which are (i) carried out in a hospital in the area of the Health Board and (ii) provided for the areas of two or more local authorities 2 area wide services will be based on:-

TO FOLLOW

8.3 In-year variances

8.3.1 The Integration Joint Board will allocate resources it receives from the partner Health Board and Local Authorities in line with the Strategic Plan, in doing this it will be able to use its power to hold reserves, so that in some years it may plan for an underspend to build up reserve balances and in others to breakeven or to use a contribution from reserves in line with the reserve policy. This will be integral to the medium term rolling financial plan. The reserves held by the Integration Joint Board should be accounted for in the books of the Integration Joint Board.

8.3.2 The level of reserves required and their purpose will be agreed as part of the annual budget setting and reflected in the Strategic Plan agreed by the Integration Board. Partners will be able to review the levels of reserves held by the Integration Joint Board as part of the annual budget setting process.

8.3.3 The Chief Officer will manage the respective operational budgets so as to deliver the agreed outcomes within the operational budget viewed as a whole.

8.3.4 The Chief Officer will be responsible for the management of in-year pressures and will be expected to take remedial action to mitigate any net variances and deliver the planned outturn.

8.3.5 Where resources allocated to the partner Health Board or Local Authority are ring-fenced, ie resources are not permitted to be transferred from these areas

to cover other budgets, the same ring-fencing shall apply when resources are transferred to the Integrated Joint Board.

8.4 In-year overspend on the operational Integrated Budget ;-

8.4.1 Where there is a projected overspend against an element of the operational budget, the Chief Officer, the Chief Finance Officer of the Integration Joint Board and the relevant finance officer and operational manager of the constituent authority must agree a recovery plan to balance the overspending budget.

8.4.2 In addition, the Integration Joint Board may increase the payment to the affected body, by either:

i. Utilising an underspend on another arm of the operational Integrated Budget to reduce the payment to that body; and/or
ii. Utilising the balance of the general fund, if available, of the Integration Joint Board in line with the reserve policy.

8.4.3 If the recovery plan is unsuccessful and there are insufficient general fund reserves to fund a year end overspend, then the partners have the option to:

i. Make additional one-off payments to the Integration Joint Board, based on an agreed cost sharing model; or
ii. Provide additional resources to the Integration Joint Board which are then recovered in future years, subject to scrutiny of the reasons for the overspend and assurance that there is a plan to address this.
iii. Access the reserves of the Integrated Joint Board to help recover the overspend position

8.4.4 The exception is for overspends that arise due to material differences between assumptions used in setting the payments to the Integration Joint Board and actual events e.g pay inflation. Unplanned overspends effectively represent underfunding by the Local Authorities or Health Board with respect to planned outcomes and the cost should be met by the relevant Local Authorities or Health Board, subject to the financial capacity of the relevant partners.

8.5 In-year underspend on the operational Integrated Budget ;-

8.5.1 Underspends on either arm of the operational integrated budget should be returned from the Local Authorities and Health Board to the Integration Joint Board and carried forward through the general fund. This will require adjustments to the allocations from the Integration Joint Board to these bodies for the sum of the underspend.

8.5.2 The exception is for underspends that arise due to material differences between assumptions used in setting the payments to the Integration Joint Board and actual events e.g where the actual savings accruing from the

substitution of a branded drug with a generic drug are greater than planned because the date of the drug coming off patent is earlier than assumed when setting the payments to the Integration Joint Board. Unplanned underspends effectively represent overfunding by the Local Authorities or Health Board with respect to planned outcomes and should either be returned to the Local Authorities or Health Board in-year through adjustments to their respective contributions to the Integration Joint Board.

8.5.3 What constitutes as an exception will be decided by the Chief Officer and Chief Financial Officer of the Integration Joint Board in consultation with Chief Executives and Chief Finance Officers of all partners. However over time if may become more difficult to identify unplanned underspends as the resources lose their identity in the Integrated Budget.

8.6 Contribution to the management of in-year overspends on non-integrated budgets in the Local Authorities or Health Board :-

8.6.1 In the event of a projected in-year overspend elsewhere across the partner Local Authorities or Health Board non-integrated budgets, they should contain the overspend within their respective non-integrated resources.

8.6.2 In exceptional circumstances the Integration Joint Board may be required to contribute resources to offset the overspend, in which case the contributions to the Integration Joint Board will be amended.. This will only be used in extreme cases with agreement from the Chief Officer and Chief Finance Officer of the Integration Joint Board. The Chief Officer will determine the actions required to be taken to deliver the necessary savings or to fund the reduction in contributions, which actions require to be approved by the Integration Joint Board.

8.6.3 The Integration Joint Board does not have responsibility for overspends in other Integration Authorities. This responsibility lies with the overspending Integration Authority.

8.7 Virements

8.7.1 The Chief Officer will be able to transfer resources between the arms of the operational Integrated Budget. This will require in-year balancing adjustments to the allocations from the Integration Joint Board to the Local Authorities and the Health Board, i.e a reduction in the allocation to the body with the underspend and a corresponding increase in the allocation to the body with the overspend.

8.7.2 The Chief Officer will not be able to vire between the operational Integrated Budget and those budgets that are managed by the Chief Officer, but are outside of the scope of the Strategic Plan, unless agreed by the partner Local Authorities and Health Board.

8.7.3 The arrangements for the virement of budgets is specified in the scheme of delegation within the partner authorities and virement levels will be agreed in the Strategic Plan.

8.8 Risk sharing

8.8.1 Financial risk shall be managed through the financial management process noted above and the use of reserves

8.9 Financial Management and Financial Reporting Arrangements

8.9.1 The importance of the Integration Joint Board receiving accurate and timeous financial information together with the necessary financial support is well recognised. It is also recognised that in reality the appointments of Chief Officer and Chief Finance Officer will influence the future arrangements for delivery of these financial support services.

8.9.2 Consequently, pending these appointments and confirmation of longer term arrangements, the Health Board and the Local Authority will retain responsibility for recording their respective in-scope services and agree consolidation protocols for preparation of :-

I. Annual Accounts
II. Financial Statements
III. Financial element of the strategic plan
IV. Quarterly financial reports to the Board
V. Monthly budgetary control reports to the Chief Officer

8.9.3 It is not expected that there will be a schedule of cash payments, but rather annual accounting entries for the agreed budgets. Under normal circumstances, variations will also be managed by accounting entries and exceptionally any proposal for different procedures would require agreement between the Health Board, Local Authorities and Integration Joint Board.

8.10 Capital and Asset management

8.10.1 The Chief Officer will consult with Local Authorities and the Health Board to make best use of existing asset resources.

8.10.2 The Integration Joint Board will have a duty to ensure best value in the use of the capital assets and ensure that they are used efficiently in implementing the strategic plan.

8.10.3 The Integration Joint Board will identify the asset requirements to support the Strategic Plan and to allow the Chief Officer to identify capital investment projects or business cases to submit to the Health Board and Local Authorities for consideration as part of their Capital Planning process. The

existing procedures in the Health Board and Local Authorities should be used to consider capital bids and business cases.

8.10.4 The Integration Joint Board, NHS Board and the Local Authorities will undertake due diligence to identify all non-current assets which will be used in the delivery of the strategic plan.

8.10.5 The Integration Joint Board will not receive any capital allocations, grants or have power to borrow for capital expenditure. The Health Board and the Local Authorities will continue to own their property and assets.

8.10.6 Where the Chief Officer identifies as part of the strategic plan new capital investment a business case should be developed for both partners to consider. Options may include one or both of the partners approving the project from its capital budget or where appropriate, using the hub initiative.

8.10.7 The integrated budget may include payments from the Local Authorities and Health Board to cover the revenue costs of assets (rents, repairs, cleaning etc). This should be agreed as part of the budget negotiations.

9.0 Participation and Engagement

9.1 The Parties shall as a minimum consult those persons, groups or bodies prescribed in the Consultee Regulations in relation to the Integration Scheme. A list of those consulted is attached at Annex XXXXX

9.2 The Parties and the Board shall employ a variety of methods and participation tools to ensure full and far reaching consultation with stakeholders including those people, groups and communities who are considered hard to reach.

9.3 The Parties shall agree and approach and a set of shared principles in respect of engagement and participation for use by the Board pending development of its own strategy. The agreed approach is attached at Annex XXXX .

9.4 The Board shall produce a strategy for engagement and participation in line with the principles and practice endorsed by the Scottish Health Council and those set out in the National Standards for Community Engagement

9.5 The Integration Joint Board will participate as a partner in the Community Planning Partnership in line with local arrangements

9.6 The Board shall have access to any relevant stakeholder and interest groups that the Parties have established or maintained for the purposes of engagement, participation and consultation

9.7 The parties shall provide or make available appropriate and adequate communications support to enable the Board to participate, consult and engage.

9.8 The Parties shall support the Board to produce its participation and engagement strategy in the course of its shadow year..

10. Information-Sharing and data handling

10.1 The Parties are already party to the Forth Valley Accord on the Sharing of Personal Information (known as "**SASPI**").

10.2 By 31 March 2015, the Parties will review SASPI to ensure it is fit for purpose for adoption by the Integration Joint Board and, if so, recommend that the Integration Joint Board become party to it.

10.3 If the Parties do not consider SASPI is fit for purpose, they will propose new information sharing arrangements for adoption by the Integration Joint Board and the Parties.

10.4 Where personal information is to be shared by or with the Integration Joint Board in the carrying out of the Functions and/or the delivery of integrated

services, the Parties, and where relevant the Integration Joint Board, shall enter into an information sharing protocol pursuant to the procedure, and in line with the template documentation, established under SASPI (or any new arrangements set up pursuant to paragraph 10.3 above).

11. Complaints

11.1 In this part:

"**a Health Complaint**" means a complaint relating to a service provided to an adult included in Part 2 of Annex 1;

"**a Social Care Complaint**" means a complaint relating to a service provided to an adult included in Part 2 of Annex 2 [other than Housing Support Services];

"**a Housing Support Services Complaint**" means a complaint relating to a service provided to an adult which is an aspect of housing support services included in Part 2 of Annex 2, including aids and adaptation.

"**the Health Complaint Procedure**" means [ ] attached as appendix [ ];

"**the Social Care Complaint Procedure**" means [ ] attached as appendix [ ].

"**the Council's Complaint Procedure**" means [ ] attached as appendix [ ].

11.2 A complaint which is a Health Complaint will be dealt with by NHS Forth Valley pursuant to the Health Complaint Procedure.

11.3 A complaint which is a Social Care Complaint will be dealt with by the Council pursuant to the Social Care Complaint Procedure.

11.4 A complaint which is a Housing Support Services Complaint will be dealt with by the Council pursuant to the Council's Complaint Procedure.

11.5 Where a complaint is predominantly a Health Complaint but includes a Social Care Complaint and/or a Housing Support Services complaint, it will be dealt with by NHS Forth Valley, with input as necessary from the Council, pursuant to the Health Complaint Procedure. The complainant will be advised of any appeal procedure which is available pursuant to the Social Care Complaint Procedure and/or the Council's Complaint Procedure in respect of those elements of the complaint.

11.6 Where a complaint is predominantly a Social Care Complaint and/or a Housing Support Services Complaint but includes a Health Complaint, it will be dealt with by the Council, with input as necessary from NHS Forth Valley, pursuant to the Social Care Complaint Procedure and/or the Council's Complaint Procedure (as the case may be). The complainant will be advised of any appeal procedure which is available pursuant to the Health Complaint Procedure in respect of that element of the complaint.

11.7 Where a complaint is equally a Health Complaint and a Social Care/Housing Support Services Complaint, the Parties will agree either that (a) each Party will respond separately or (b) the Parties will respond jointly, depending on the complexity and interaction of the issues raised by the complaint.

11.8 The Parties will cooperate with each other to the fullest extent possible to ensure that complaints are dealt with fully and promptly in the best interests of the complainant.

12. Claims Handling, Liability & Indemnity

12.1 The Parties agree that they will manage and settle claims arising out of the provision of integrated services in accordance with legal principles of liability. under common law or statute.

12.2 Any Party at fault will indemnify the Integration Joint Board in respect of any claims against it arising from the provision of integrated services.

13. Risk Management

13.1 The Parties' risk management officers ("**RM Officers**") will review the Parties' existing risk management strategies to agree commonalities and harmonise disparities, so as to develop a shared risk management strategy for the Parties and the Integration Joint Board for the significant risks that impact on integrated service provision ("**RM Strategy**"). Where practicable, the RM Strategy will take account of the RM Strategy of the Falkirk Integration Joint Board insofar as it relates to services which are to be delivered across the Forth Valley area.

13.2 The Parties will commit all necessary resources to support risk management by the Integration Joint Board, including the time of their RM Officers to develop the RM strategy, provide professional advice, run workshops, support training and ensure appropriate monitoring arrangements are in place.

13.3 The RM Strategy will be developed in the Shadow Year alongside the Strategic Plan, and with regard to any performance targets, improvement measures and reporting arrangements for which the Integration Joint Board is to be responsible pursuant to section 4 of this Scheme.

13.4 The RM Officers will support the Integration Joint Board to assess its risk and develop a risk register which will list the risks to be reported under the RM Strategy ("**Risk Register**"). The RM Strategy will make provision for the format and content (other than the actual risks) of the Risk Register and the means by which it can be amended. The Risk Register will be developed in the Shadow Year alongside the Strategic Plan, and will take account of any performance targets, improvement measures and reporting arrangements for which the Integration Joint Board is to be responsible pursuant to section 4 of this Scheme.

13.5 The Chief Officer will be responsible for maintaining the Risk Register.

13.6 The RM Strategy will make provision for the timescale and frequency within which the list of risks in the Risk Register must be reported and to whom, including, where relevant, to the Parties.

13.7 The RM Strategy will include a risk monitoring framework ("**RM Framework").** The RM Framework will be aligned with the broader governance arrangements for the Integration Joint Board, including the framework for monitoring performance and audit.

13.8 The Risk Register will set out any risks that should be reported on from the date of delegation of Integration Functions.

13.9 Any changes to the above provisions must be subject to consultation with the RM Officers and must be agreed amongst the Parties and the Integration Joint Board in writing.

13.10 The Integration Joint Board will:

(a) establish risk monitoring and reporting as set out in the RM framework; and

(b) maintain the risk information and share with the Parties within the timescales specified.

14.0 Dispute resolution mechanism

14.1 Where either of the Parties fails to agree with the others or with the Integration Joint Board on any issue related to this Scheme, then they will follow this process:

I. The Chief Executives of the Health Board and the Local Authorities, and the Chief Officer, will meet to resolve the issue within [14] days of either of the Parties or the Integration Joint Board giving written notice to the others of the issue.

II. If unresolved, the Health Board, the Local Authority and the Integration Joint Board will each prepare a written note of their position on the issue and exchange it with the others within [14] days of the meeting.

III. Each party must respond to the others in writing within [14] days.

IV. In the event that the issue remains unresolved, representatives of the Health Board, the Local Authorities and the Integration Joint Board will proceed to mediation with a view to resolving the issue.

V. The mediator shall be selected within [14] days by agreement amongst the Parties, failing which, by the Director of the Scottish Mediation Network after consultation with the Parties. The mediation shall commence no later than [42] days after the selection of the mediator.

VI. If there is any issue about the conduct of the mediation upon which the Parties cannot agree, then the mediator selected in accordance with paragraph V above shall, at the request of any Party, decide that issue after consultation with the Parties.

VII. Unless they agree otherwise, the Parties shall share equally the fees, costs and expenses relating to the mediation and each Party shall pay its own expenses of preparation for, and participation and representation in, the mediation.

VIII. If the parties are unable to resolve the issue within [28] days of the mediation commencing, and only if the mediator and the Parties agree, the mediator may produce for the parties a non-binding recommendation of terms of settlement.

IX. Any settlement agreement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties.

X. The mediation will terminate when:

- a party withdraws from the mediation
- the parties resolve the issue; or
- a written agreement is concluded.

XI. Where the issue remains unresolved, the Parties agree to notify Scottish Ministers within [14] days of the unsuccessful mediation terminating, that agreement cannot be reached and to seek a direction pursuant to section 52 of the 2014 Act.

XII. The parties agree to be bound by any direction of the Scottish Ministers in relation to the issue.

Annex 1

Part 1

Functions delegated by the Health Board to the Integration Joint Board

Set out below is the list of functions that must be delegated by the Health Board to the Integration Joint Board as set out in the Public Bodes (Joint Working) (Prescribed Health Board Functions) (Scotland) Regulations 2014. Further health functions can be delegated as long as they fall within the functions set out in Schedule One of the same instrument;

SCHEDULE 1 Regulation 3

Functions prescribed for the purposes of section 1(8) of the Act

Column A	*Column B*
The National Health Service (Scotland) Act 1978	

All functions of Health Boards conferred by, or by virtue of, the National Health Service (Scotland) Act 1978	Except functions conferred by or by virtue of—
	section 2(7) (Health Boards);
	section 2CA() (Functions of Health Boards outside Scotland);
	section 9 (local consultative committees);
	section 17A (NHS Contracts);
	section 17C (personal medical or dental services);
	section 17I() (use of accommodation);
	section 17J (Health Boards' power to enter into general medical services contracts);
	section 28A (remuneration for Part II services);
	section 38() (care of mothers and young children);
	section 38A() (breastfeeding);
	section 39() (medical and dental inspection, supervision and treatment of pupils and young persons);
	section 48 (provision of residential and practice accommodation);

section 55() (hospital accommodation on part payment);

section 57 (accommodation and services for private patients);
section 64 (permission for use of facilities in private practice);

section 75A() (remission and repayment of charges and payment of travelling expenses);
section 75B()(reimbursement of the cost of services provided in another EEA state);

section 75BA ()(reimbursement of the cost of services provided in another EEA state where expenditure is incurred on or after 25 October 2013);

section 79 (purchase of land and moveable property);

section 82() use and administration of certain endowments and other property held by Health Boards);

section 83() (power of Health Boards and local health councils to hold property on trust);
section 84A() (power to raise money, etc., by appeals, collections etc.);

section 86 (accounts of Health Boards and the Agency);

section 88 (payment of allowances and remuneration to members of certain bodies connected with the health services);

section 98 () (charges in respect of non-residents); and

paragraphs 4, 5, 11A and 13 of Schedule 1 to the Act (Health Boards);

and functions conferred by—

The National Health Service (Charges to Overseas Visitors) (Scotland) Regulations 1989 ();

The Health Boards (Membership and Procedure) (Scotland) Regulations 2001/302;
The National Health Service (Clinical Negligence and Other Risks Indemnity Scheme) (Scotland) Regulations 2000/54;

	The National Health Services (Primary Medical Services Performers Lists) (Scotland) Regulations 2004/114; The National Health Service (Primary Medical Services Section 17C Agreements) (Scotland) Regulations 2004; The National Health Service (Discipline Committees) Regulations 2006/330; The National Health Service (General Ophthalmic Services) (Scotland) Regulations 2006/135; The National Health Service (Pharmaceutical Services) (Scotland) Regulations 2009/183; The National Health Service (General Dental Services) (Scotland) Regulations 2010/205; and The National Health Service (Free Prescription and Charges for Drugs and Appliances) (Scotland) Regulations 2011/55().
Disabled Persons (Services, Consultation and Representation) Act 1986	
Section 7 (Persons discharged from hospital)	
Community Care and Health (Scotland) Act 2002	
All functions of Health Boards conferred by, or by virtue of, the Community Care and Health (Scotland) Act 2002.	
Mental Health (Care and Treatment) (Scotland) Act 2003	
All functions of Health Boards conferred by, or by virtue of, the Mental Health (Care and Treatment) (Scotland) Act 2003.	Except functions conferred by— section 22 (Approved medical practitioners); section 34 (Inquiries under section 33: co-operation)(); section 38 (Duties on hospital managers: examination notification etc.)(); section 46 (Hospital managers' duties: notification)();

	section 124 (Transfer to other hospital);
	section 228 (Request for assessment of needs: duty on local authorities and Health Boards); section 230 (Appointment of a patient's responsible medical officer);
	section 260 (Provision of information to patients);
	section 264 (Detention in conditions of excessive security: state hospitals);
	section 267 (Orders under sections 264 to 266: recall);
	section 281() (Correspondence of certain persons detained in hospital);
	and functions conferred by—
	The Mental Health (Safety and Security) (Scotland) Regulations 2005();
	The Mental Health (Cross Border transfer: patients subject to detention requirement or otherwise in hospital) (Scotland) Regulations 2005();
	The Mental Health (Use of Telephones) (Scotland) Regulations 2005(); and
	The Mental Health (England and Wales Cross border transfer: patients subject to detention requirement or otherwise in hospital) (Scotland) Regulations 2008().
Education (Additional Support for Learning) (Scotland) Act 2004	
Section 23 (other agencies etc. to help in exercise of functions under this Act**)**	
Public Services Reform (Scotland) Act 2010	
All functions of Health Boards conferred by, or by virtue of, the Public Services Reform (Scotland) Act 2010	Except functions conferred by— section 31(Public functions: duties to provide information on certain expenditure etc.); and section 32 (Public functions: duty to provide information on exercise of functions).
Patient Rights (Scotland) Act 2011	
All functions of Health Boards conferred by, or by virtue of, the Patient Rights (Scotland) Act 2011	Except functions conferred by The Patient Rights (Complaints Procedure and Consequential Provisions) (Scotland)

Part 2

Services currently provided by the Health Board which are to be integrated

Set out below is the list of services that the minimum list of delegable functions is exercisable in relation to. Further services can be added as they relate to the functions delegated.

SCHEDULE 2 Regulation 3

PART 1

Interpretation of Schedule 3

1. In this schedule—

"Allied Health Professional" means a person registered as an allied health professional with the Health Professions Council;

"general medical practitioner" means a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council;

"general medical services contract" means a contract under section 17J of the National Health Service (Scotland) Act 1978;

"hospital" has the meaning given by section 108(1) of the National Health Service (Scotland) Act 1978;

"inpatient hospital services" means any health care service provided to a patient who has been admitted to a hospital and is required to remain in that hospital overnight, but does not include any secure forensic mental health services;

"out of hours period" has the same meaning as in regulation 2 of the National Health Service (General Medical Services Contracts) (Scotland) Regulations 2004(); and

"the public dental service" means services provided by dentists and dental staff employed by a health Board under the public dental service contract.

PART 2

2. Accident and Emergency services provided in a hospital.

3. Inpatient hospital services relating to the following branches of medicine—

(a) general medicine;

(b) geriatric medicine;

(c) rehabilitation medicine;

(d) respiratory medicine; and

(e) psychiatry of learning disability.

4. Palliative care services provided in a hospital.

5. Inpatient hospital services provided by General Medical Practitioners.

6. Services provided in a hospital in relation to an addiction or dependence on any substance.

7. Mental health services provided in a hospital, except secure forensic mental health services.

PART 3

8. District nursing services.

9. Services provided outwith a hospital in relation to an addiction or dependence on any substance.

10. Services provided by allied health professionals in an outpatient department, clinic, or outwith a hospital.

11. The public dental service.

12. Primary medical services provided under a general medical services contract, and arrangements for the provision of services made under section 17C of the National Health Service (Scotland) Act 1978, or an arrangement made in pursuance of section 2C(2) of the National Health Service (Scotland) Act 1978().

13. General dental services provided under arrangements made in pursuance of section 25 of the National Health (Scotland) Act 1978().

14. Ophthalmic services provided under arrangements made in pursuance of section 17AA or section 26 of the National Health Service (Scotland) Act 1978().

15. Pharmaceutical services and additional pharmaceutical services provided under arrangements made in pursuance of sections 27 and 27A of the National Health Service (Scotland) Act 1978().

16. Services providing primary medical services to patients during the out-of-hours period.
17. Services provided outwith a hospital in relation to geriatric medicine.
18. Palliative care services provided outwith a hospital.
19. Community learning disability services.
20. Mental health services provided outwith a hospital.
21. Continence services provided outwith a hospital.
22. Kidney dialysis services provided outwith a hospital.
23. Services provided by health professionals that aim to promote public health.

Annex 2

Part 1

Functions delegated by the Local Authority to the Integration Joint Board

Set out below is the list of functions that must be delegated by the local authority to the Integration Joint Board as set out in the Public Bodes (Joint Working) (Prescribed Local Authority Functions etc.) (Scotland) Regulations 2014. Further local authority functions can be delegated as long as they fall within the relevant sections of the Acts set out in the Schedule to the Public Bodies (Joint Working) (Scotland) Act 2014;

SCHEDULE **Regulation 2**

PART 1

Functions prescribed for the purposes of section 1(7) of the Public Bodies (Joint Working) (Scotland) Act 2014

Column A *Enactment conferring function*	*Column B* *Limitation*
National Assistance Act 1948()	
Section 48 (Duty of councils to provide temporary protection for property of persons admitted to hospitals etc.)	
The Disabled Persons (Employment) Act 1958()	
Section 3 (Provision of sheltered employment by local authorities)	
The Social Work (Scotland) Act 1968()	
Section 1 (Local authorities for the administration of the Act.)	So far as it is exercisable in relation to another integration function.
Section 4 (Provisions relating to performance of functions by local authorities.)	So far as it is exercisable in relation to another integration function.

Column A *Enactment conferring function*	*Column B* *Limitation*
Section 8 (Research.)	So far as it is exercisable in relation to another integration function.
Section 10 (Financial and other assistance to voluntary organisations etc. for social work.)	So far as it is exercisable in relation to another integration function.
Section 12 (General social welfare services of local authorities.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 12A (Duty of local authorities to assess needs.)	So far as it is exercisable in relation to another integration function.
Section 12AZA (Assessments under section 12A - assistance) Section 12AA (Assessment of ability to provide care.)	So far as it is exercisable in relation to another integration function.
Section 12AB (Duty of local authority to provide information to carer.)	
Section 13 (Power of local authorities to assist persons in need in disposal of produce of their work.)	
Section 13ZA (Provision of services to incapable adults.)	So far as it is exercisable in relation to another integration function.
Section 13A (Residential accommodation with nursing.)	
Section 13B (Provision of care or aftercare.)	
Section 14 (Home help and laundry facilities.)	
Section 28 (Burial or cremation of the dead.)	So far as it is exercisable in relation to persons cared for or assisted under another integration function.
Section 29 (Power of local authority to defray expenses of parent, etc., visiting persons or attending funerals.)	

Column A *Enactment conferring function*	*Column B* *Limitation*
Section 59 (Provision of residential and other establishments by local authorities and maximum period for repayment of sums borrowed for such provision.)	So far as it is exercisable in relation to another integration function.
The Local Government and Planning (Scotland) Act 1982()	
Section 24(1) (The provision of gardening assistance for the disabled and the elderly.)	
Disabled Persons (Services, Consultation and Representation) Act 1986()	
Section 2 (Rights of authorised representatives of disabled persons.)	
Section 3 (Assessment by local authorities of needs of disabled persons.)	
Section 7 (Persons discharged from hospital.)	In respect of the assessment of need for any services provided under functions contained in welfare enactments within the meaning of section 16 and which have been delegated.
Section 8 (Duty of local authority to take into account abilities of carer.)	In respect of the assessment of need for any services provided under functions contained in welfare enactments (within the meaning set out in section 16 of that Act) which are integration functions.
The Adults with Incapacity (Scotland) Act 2000()	
Section 10 (Functions of local authorities.)	
Section 12 (Investigations.)	
Section 37 (Residents whose affairs may be managed.)	Only in relation to residents of establishments which are managed under integration functions.
Section 39 (Matters which may be managed.)	Only in relation to residents of establishments which are managed under integration functions.
Section 41 (Duties and functions of managers of authorised establishment.)	Only in relation to residents of establishments which are managed under integration functions
Section 42 (Authorisation of named manager to withdraw from resident's account.)	Only in relation to residents of establishments which are managed under integration functions

Column A *Enactment conferring function*	*Column B* *Limitation*
Section 43 (Statement of resident's affairs.)	Only in relation to residents of establishments which are managed under integration functions
Section 44 (Resident ceasing to be resident of authorised establishment.)	Only in relation to residents of establishments which are managed under integration functions
Section 45 (Appeal, revocation etc.)	Only in relation to residents of establishments which are managed under integration functions
The Housing (Scotland) Act 2001()	
Section 92 (Assistance to a registered for housing purposes.)	Only in so far as it relates to an aid or adaptation.
The Community Care and Health (Scotland) Act 2002()	
Section 5 (Local authority arrangements for of residential accommodation outwith Scotland.)	
Section 14 (Payments by local authorities towards expenditure by NHS bodies on prescribed functions.)	
The Mental Health (Care and Treatment) (Scotland) Act 2003()	
Section 17 (Duties of Scottish Ministers, local authorities and others as respects Commission.)	
Section 25 (Care and support services etc.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 26 (Services designed to promote well-being and social development.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 27 (Assistance with travel.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 33 (Duty to inquire.)	
Section 34 (Inquiries under section 33: Co-operation.)	
Section 228 (Request for assessment of needs: duty on local authorities and Health Boards.)	

Column A *Enactment conferring function*	*Column B* *Limitation*
Section 259 (Advocacy.)	
The Housing (Scotland) Act 2006()	
Section 71(1)(b) (Assistance for housing purposes.)	Only in so far as it relates to an aid or adaptation.
The Adult Support and Protection (Scotland) Act 2007()	
Section 4 (Council's duty to make inquiries.)	
Section 5 (Co-operation.)	
Section 6 (Duty to consider importance of providing advocacy and other.)	
Section 11 (Assessment Orders.)	
Section 14 (Removal orders.)	
Section 18 (Protection of moved persons property.)	
Section 22 (Right to apply for a banning order.)	
Section 40 (Urgent cases.)	
Section 42 (Adult Protection Committees.)	
Section 43 (Membership.)	
Social Care (Self-directed Support) (Scotland) Act 2013()	
Section 3 (Support for adult carers.)	Only in relation to assessments carried out under integration functions.
Section 5 (Choice of options: adults.)	
Section 6 (Choice of options under section 5: assistances.)	
Section 7 (Choice of options: adult carers.)	

Column A *Enactment conferring function*	*Column B* *Limitation*
Section 9 (Provision of information about self-directed support.)	
Section 11 (Local authority functions.)	
Section 12 (Eligibility for direct payment: review.)	
Section 13 (Further choice of options on material change of circumstances.)	Only in relation to a choice under section 5 or 7 of the Social Care (Self-directed Support) (Scotland) Act 2013 .
Section 16 (Misuse of direct payment: recovery.)	
Section 19 (Promotion of options for self-directed support.)	

PART 2

Functions, conferred by virtue of enactments, prescribed for the purposes of section 1(7) of the Public Bodies (Joint Working) (Scotland) Act 2014

Column A *Enactment conferring function*	*Column B* *Limitation*
The Community Care and Health (Scotland) Act 2002	
Section 4() The functions conferred by Regulation 2 of the Community Care (Additional Payments) (Scotland) Regulations 2002()	

Part 2

Services currently provided by the Local Authority which are to be integrated

Scottish Ministers have set out in guidance that the services set out below must be integrated. Further services can be added where they relate to delegated functions;

- Social work services for adults and older people
- Services and support for adults with physical disabilities and learning disabilities
- Mental health services

- Drug and alcohol services
- Adult protection and domestic abuse
- Carers support services
- Community care assessment teams
- Support services
- Care home services
- Adult placement services
- Health improvement services
- Aspects of housing support, including aids and adaptions
- Day services
- Local area co-ordination
- Respite provision
- Occupational therapy services
- Re-ablement services, equipment and telecare

Annex 3

Hosted Services

Where a Health Board spans more than one Integration Joint Board, one of them might manage a service on behalf of the other(s). This Annex sets out those arrangements which the Parties wish to put in place. Such arrangements are subject to the approval of the Integration Joint Board but will not be subject to Ministerial approval.

This would include –

The hosting of services by one Integration Authority on behalf of others within the same Health Board areas

The hosting of services by on Health Board on behalf of one or more Integration Authority

Additional duties or responsibilities of the Chief Officer