

The Highland Council

12 March 2015

Agenda Item	13
Report No	HC/1/15

Integration Scheme – Public Bodies (Joint Working) (Scotland) Act 2014

Report by Chief Executive

Summary

This report introduces the Integration Scheme that is required to meet the new statutory duties, in accordance with the Public Bodies (Joint Working) (Scotland) Act 2014.

1. Background

- 1.1 NHS Highland and Highland Council agreed new integrated arrangements for the delivery of health and social care for adults and children, with effect from April 2012.
- 1.2 The legal basis for this arrangement was the Partnership Agreement between the Highland Council and the NHS Highland Board. While the Partnership Agreement remains the basis for the lead agency arrangements that are now in place, it was based on legislation that is now superseded by the Public Bodies (Joint Working) (Scotland) Act 2014. This new legislation requires that the organisations agree an Integration Scheme by 1 April 2015.
- 1.3 Accordingly, the draft Integration Scheme that is attached at Appendix One, has been developed by senior officers and members of both organisations, on the basis of the Partnership Agreement and any subsequent changes agreed by the organisations.
- 1.4 This process has involved some fine-tuning of existing governance arrangements, for example the Strategic Commissioning Group becomes a Joint Monitoring Committee, as described at Appendix Two.
- 1.5 It may be necessary to make final amendments to the Integration Scheme, for example taking account of legal advice or the advice of Scottish Ministers. Should this be necessary, final approval should be delegated to the Chief Executives of the two organisations.
- 1.6 It is intended that a full review of the current arrangements is now undertaken, involving consultation with elected members and stakeholders, and that a further report is brought to the Highland Council and the NHS Highland Board.
- 1.7 This review should involve members from across the Council, with terms of reference that are agreed with NHS Highland. It should lead to new arrangements that are cost neutral or better.

2. Implications

- 2.1 The Integration Scheme fulfils the requirements of the Public Bodies (Joint Working) (Scotland) Act 2014.
- 2.2 There are no new resource; equalities; climate change/carbon clever; risk, Gaelic or rural implications arising from this report.

Recommendation

Members are asked to agree:

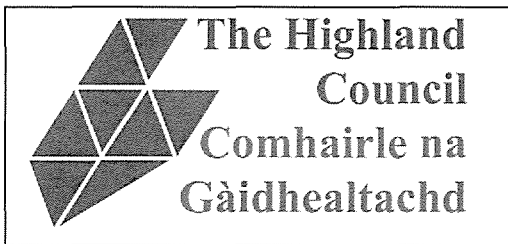
- (i) the draft Integration Scheme, subsequent to any necessary final changes which are delegated to the Chief Executives of Highland Council and NHS Highland;
- (ii) to a review of governance arrangements, involving members from across the Council;
- (iii) to work with NHS Highland to determine a timescale and process.

Designation: Chief Executive

Date:

Author:

Background Papers:



Public Bodies (Joint Working) (Scotland) Act 2014

The Highland Partnership
(The Highland Council, NHS Highland)

Integration Scheme

April 2015 – March 2020

Aims and Outcomes of the Integration Scheme

“The Highland Partnership is committed to achieving the best possible outcomes for our population and service users. We believe that services should be person-centred and enabling, should anticipate and prevent need as well as react to it, should be evidence based and acknowledge risk. We will improve the quality and reduce the cost of services through the creation of new, simpler organisational arrangements that are designed to maximise outcomes and through the streamlining of service delivery to ensure it is faster, more efficient and more effective.”

The Highland Council and NHS Highland launched this statement of intent in December 2010 and this heralded the development of integrated services for children, young people and adults across the Highland Council area. Integration progressed in April 2012 and this Integration Scheme reiterates the vision and the associated detail of how services are integrated in line with the Lead Agency model set out in the Public Bodies(Joint Working) (Scotland)Act 2014 ('the Act') and associated regulations.

Further detail of the development of integrated services for children and adults is contained within the Partnership Agreement between the parties of 2012 . The Partnership Agreement is considered guidance for the partnership, supplementing this Integration Scheme.

The Highland Partnership through the Lead Agency arrangements commits to achieving the National Health and Wellbeing Outcomes prescribed by the Scottish Ministers in Regulations under section 5(1) of the Act.

Schedules 1-3 set out the descriptions of the integrated services for Children, Young People and Adults as well as for those transitioning between services.

The parties:

THE HIGHLAND COUNCIL, established under the Local Government etc (Scotland) Act 1994 and having its principal offices at Glenurquhart Road, Inverness IV3 5NX ("**HC**");

And

HIGHLAND HEALTH BOARD, established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as "NHS Highland") and having its principal offices at Assynt House, Beechwood Park, Inverness IV2 3BW ("**NHSH**")

IT IS AGREED as follows:-

Definitions And Interpretation

1.1. In this Scheme the following expressions shall (unless the context requires otherwise) have the following meanings:-

"Adults" means individuals aged 16 or over;

"Adult Services Delegated Functions" means those functions (on the basis that the scope of their application is taken to be limited to the Operating Area) specified in Column A of Annex 2 Part 1 to the extent that they relate to the services (again,

limited in scope to the Operating Area) specified in Column B of Annex 2 Part 1 insofar as delivered for the benefit of Adults;

"Adult Services DF Accommodation" means the Transferring Accommodation related to Adult Services Delegated Functions;

"Adult Services DF Contracts" means those contracts in force from time to time to which NHSH is party, to the extent that such contracts relate to the Adult Services Delegated Functions;

"Adult Services DF Creditors" means those amounts owing by NHSH from time to time in connection with the exercise of the Adult Services Delegated Functions;

"Adult Services DF Databases" means those databases, the rights to which are owned by NHSH, to the extent that such databases are used in connection with the exercise of the Adult Services Delegated Functions;

"Adult Services DF Debtors" means the debts owed to NHSH from time to time in connection with the exercise by NHSH of the Adult Services Delegated Functions;

"Adult Services DF Employees" means the employees wholly or mainly assigned from time to time to the exercise of the Adult Services Delegated Functions;

"Adult Services DF Equipment & Furniture" means the equipment, furniture and other items held from time to time by NHSH, to the extent that they are used in the exercise of the Adult Services Delegated Functions;

"Adult Services DF Supplies" means all stocks and other supplies held by NHSH from time to time (including, without limitation, items which – although subject to reservation of title conditions in favour of the supplier – are under the control of NHSH) in connection with the exercise of the Adult Services Delegated Functions;

"Adult Services Support Arrangements" means the arrangements, relating to the provision of ongoing support by HC to NHSH in the exercise of Adult Services Delegated Functions, specified in Part 2A of the Schedule;

"Business Day" means a day on which the headquarters of both of the Partners are open for business;

"CNORIS" means the Clinical Negligence and Other Risks Indemnity Scheme for the national health service in Scotland;

"Children and Young People" individuals from birth until they attain the age of 16;

"Children's Services Delegated Functions" means those functions (on the basis that the scope of their application is taken to be limited to the Operating Area) specified in Column A of Annex 1 Part 1 to the extent that they relate to the services (again, limited in scope to the Operating Area) specified in Column B of Annex 1 Part 1 insofar as delivered for the benefit of Children and Young People;

"Children's Services DF Accommodation" means the Transferring Accommodation related to Children's Services Delegated Functions;

"Children's Services DF Contracts" means those contracts in force from time to time to which HC is party, to the extent that such contracts relate to the Children's Services Delegated Functions;

"Children's Services DF Creditors" means those amounts owing by HC from time to time in connection with the exercise of the Children's Services Delegated Functions;

"Children's Services DF Databases" means those databases, the rights to which are owned by HC, to the extent that such databases are used in connection with the exercise of the Children's Services Delegated Functions;

"Children's Services DF Debtors" means the debts owed to HC from time to time in connection with the exercise by HC of the Children's Services Delegated Functions;

"Children's Services DF Employees" means the employees wholly or mainly assigned from time to time to the exercise of the Children's Services Delegated Functions;

"Children's Services DF Equipment & Furniture" means the equipment, furniture and other items held from time to time by HC, to the extent that they are used in the exercise of the Children's Services Delegated Functions;

"Children's Services DF Supplies" means all stocks and other supplies held by HC from time to time (including, without limitation, items which – although subject to reservation of title conditions in favour of the supplier – are under the control of HC) in connection with the exercise of the Children's Services Delegated Functions;

"Children's Services Support Arrangements" means the arrangements, relating to the provision of ongoing support by NHS to HC in the exercise of Children's Services Delegated Functions, specified in Annex1 Part 1

"Commencement Date" means 1 April 2015

"Confidential Information" means, in relation to either Partner, information of a confidential nature (whether in oral, written or electronic form) belonging or relating to that Partner, its affairs or activities which (a) either Partner has marked as confidential, (b) either Partner has advised the other Partner in writing is of a confidential nature (c) either Partner has advised the other Partner, in the context of a meeting involving representatives of both Partners which has been formally minuted, is of a confidential nature or (d) due to its character or nature, a reasonable person in a similar position and under similar circumstances would treat as confidential; and including (without limitation) Patient Information and Service User Information;

"Conjunction Functions" means all functions and related budgets that are included in the budgets of the Health and Social Care Committee and the Education, Children and Adult Services Committee, respectively, that are to be carried out in conjunction with the delegated functions.

"Delegated Functions" means the Adult Services Delegated Functions (taken together) and the Children's Services Delegated Functions (taken together); **"Delegated Function"** shall be interpreted accordingly;

"Delegated Revenue Resources" means:-

- (a) in relation to Integrated Adult Services, the balances held by NHSH from time to time to the extent that they represent Financial Contributions by HC to support the delivery of those services;
- (b) in relation to Integrated Children's Services, the balances held by HC from time to time to the extent that they represent Financial Contributions by NHSH to support the delivery of those services;

"Effective Time" means 00.01 a.m. on the Commencement Date;

"FOISA" means the Freedom of Information Act (Scotland) Act 2002;

"Financial Contributions" means, in respect of a given Financial Year, HC's Financial Contribution in respect of that Financial Year and NHSH's Financial Contribution in respect of that Financial Year;

"Financial Year" means each period from 1 April in one year to 31 March in the immediately succeeding calendar year during the Term, and on the basis that the first Financial Year shall run from the Commencement Date until 31st March 2016

"Financial Years" shall be interpreted accordingly;

"HC Share of the VAT" means the element of the VAT incurred by NHSH on expenditure relating to the Integrated Adult Services which are deemed to relate to the Adult Services Delegated Functions, and on the basis that the methodology for calculating the element of the VAT which relates to Adult Services Delegated Functions will be agreed between NHSH, HC and HMRC;

"HC's Financial Contribution" means, in respect of a given Financial Year, the contribution made or to be made by HC in respect of that Financial Year in pursuance of section 6

"ICT Infrastructure" means computer hardware and software, and including laptops and other portable devices, servers, workstations, printers, scanners, projectors, mobile phones and smartphones;

"in Agreed Form" means in the terms agreed by or on behalf of both Partners prior to the Commencement Date;

"Information Sharing Protocol" means the protocol (relating to the sharing of information between the Partners) set out in section 8 of the Scheme;

"Integrated Adult Services" means (subject to the detailed approach to individual strands of services, as set out in the Position Statements) those services delivered or commissioned by NHSH in the exercise of the functions specified in Column A of Annex 1 Part 2 and Annex 2 Part 1 to the extent that they relate to the services specified in Column B of Annex 1 Part 2 and Annex 2 Part 1 insofar as delivered in respect of the Operating Area for the benefit of Adults;

Integrated Children's Services" means (subject to the detailed approach to individual strands of services, as set out in the Position Statements) those services delivered or commissioned by HC in the exercise of the functions specified in Column A of Annex 1 Part 1 and Annex 2 Part 2, to the extent that they relate to the services

specified in Column B of Annex 1 Part 1 and Annex 2 part 2 insofar as delivered in respect of the Operating Area for the benefit of Children and Young People;

"The Integration Scheme Regulations" means the Public Bodies (Joint Working) (Integration Scheme) (Scotland) Regulations 2014

"Law" means any applicable statute or any delegated or subordinate legislation, any enforceable community right within the meaning of section 2(1) of the European Communities Act 1972, any applicable guidance, direction or determination with which either Partner is bound to comply, and any applicable judgment of a relevant court of law which is a binding precedent in Scotland, in each case as in force in Scotland from time to time;

"Lead Agency" means:-

- (a) in relation to Integrated Adult Services, NHSH;
- (b) in relation to Integrated Children's Services, HC;

"NHSH's Financial Contribution" means, in respect of a given Financial Year, the contribution made by NHSH in respect of that Financial Year in pursuance of clause 6;

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

"Partners" means HC and NHSH; **"Partner"** shall be interpreted accordingly;

"Patient Information" means all personal health information, which shall be taken to refer to any information relating to the health and well-being of an identifiable individual;

"Quarter" means a period of three consecutive calendar months commencing on the first day of each Financial Year, and every subsequent period of three consecutive calendar months thereafter during the Term;

"Receiving Authority" means:

- (a) in respect of the Adult Services Delegated Functions, NHSH;
- (b) in respect of the Children's Services Delegated Functions, HC;

"Scheme" means this Integration Scheme;

"Service User Information" means any data (including, without limitation personal data and sensitive personal data within the meaning given to those expressions by the Data Protection Act 1998) held by HC relating to a service user from which the identity of that service user can be established or inferred;

"Special Equipment" means:

- (a) in the context of provisions relating to the Adult Services Delegated Functions, those items of equipment used in connection with the exercise of Adult

Services Delegated Functions which are the subject of specialised procurement or maintenance/calibration arrangements;

- (b) in the context of provisions relating to the Children's Services Delegated Functions, those items of equipment used in connection with the exercise of Children's Services Delegated Functions which are the subject of specialised procurement or maintenance/calibration arrangements;

"Strategic Plan" means the plan which the Partners are required to prepare and implement in relation to the delegated provision of health and social care services to adults [and children] in accordance with section 29 of the Act.

"Term" means the period from the Commencement Date to 24.00 on the day immediately preceding the fifth anniversary of the Commencement Date;

"Termination Date" means, in respect of a given Delegated Function, the date on which the delegation of that Delegated Function to a Partner under this Agreement terminates (whether as a result of expiry or earlier termination under this Agreement);

"The Act" means the Public Bodies (Joint Working) (Scotland) Act 2014;

"Transfer Assistance Period" means (as the context may require) (a) the period of six months prior to the expiry of the Term, or (b) in a case where the delegation of the relevant Delegated Function is to end prior to the expiry of the Term, the period beginning on the day on which the Partner to which the relevant Delegated Function is delegated becomes aware of the intention to terminate the delegation of that Delegated Function, until the Hand-back Time in respect of that Delegated Function;

"Transferring Authority" means:

- (a) in respect of the Adult Services Delegated Functions, HC;
- (b) in respect of the Children's Services Delegated Functions, NHSH;

"Transferring Records" means:-

- (a) in the context of provisions relating to the Adult Services Delegated Functions, all records held by or to the order of HC (whether or not falling within the definition of Confidential Information, and in whatever form) relating exclusively to the exercise of Adult Services Delegated Functions, including (without limitation)
 - (i) all accounts, books, vouchers, service user and supplier records, contracts, invoices received and copies of invoices issued, orders and quotations made/received;
 - (ii) all contracts of employment, employment policies, documents, files, records or information relating to the Transferring Employees or their terms and conditions of employment;
 - (iii) any formulae, designs, specifications, drawings, data, manuals or instructions, research materials, catalogues and correspondence files;
 - (iv) records concerning the operations, management and administration of the Adult Services Delegated Functions (including business plans and

forecasts, and records relating to future developments, planning, litigation and/or legal advice); and

- (v) records relating to services supplied in the course of exercise of Adult Services Delegated Functions;

but excluding the Retained Databases;

- (b) in the context of provisions relating to the Children's Services Delegated Functions, all records held by or to the order of NHH (whether or not falling within the definition of Confidential Information, and in whatever form) relating exclusively to the exercise of Children's Services Delegated Functions, including (without limitation)

- (i) all accounts, books, vouchers, service user and supplier records, contracts, invoices received and copies of invoices issued, orders and quotations made/received;
- (ii) all contracts of employment, employment policies, documents, files, records or information relating to the Transferring Employees or their terms and conditions of employment;
- (iii) any formulae, designs, specifications, drawings, data, manuals or instructions, research materials, catalogues and correspondence files;
- (iv) records concerning the operations, management and administration of the Children's Services Delegated Functions (including business plans and forecasts, and records relating to future developments, planning, litigation and/or legal advice); and
- (v) records relating to services supplied in the course of exercise of Children's Services Delegated Functions;

but excluding the Retained Databases;

"VATA" means the Value Added Tax Act 1984;

"VAT Guidance" means the guidance prepared by the Department of Health and HM Custom and Excise entitled VAT arrangements for Joint NHS/Local Authority Initiatives including Disability Equipment Stores and Welfare – Section 31 Health Act 1999 dated 12 June 2002 (updated 7 March 2003);

Reference to a statute or a statutory provision includes a reference to it as from time to time amended, extended or re-enacted.

Words denoting the singular number only include the plural, and *vice versa*.

Unless the context otherwise requires, any reference to a clause or paragraph is to a clause or paragraph of the Scheme.

The headings in the Scheme are included for convenience only and shall not affect its interpretation.

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

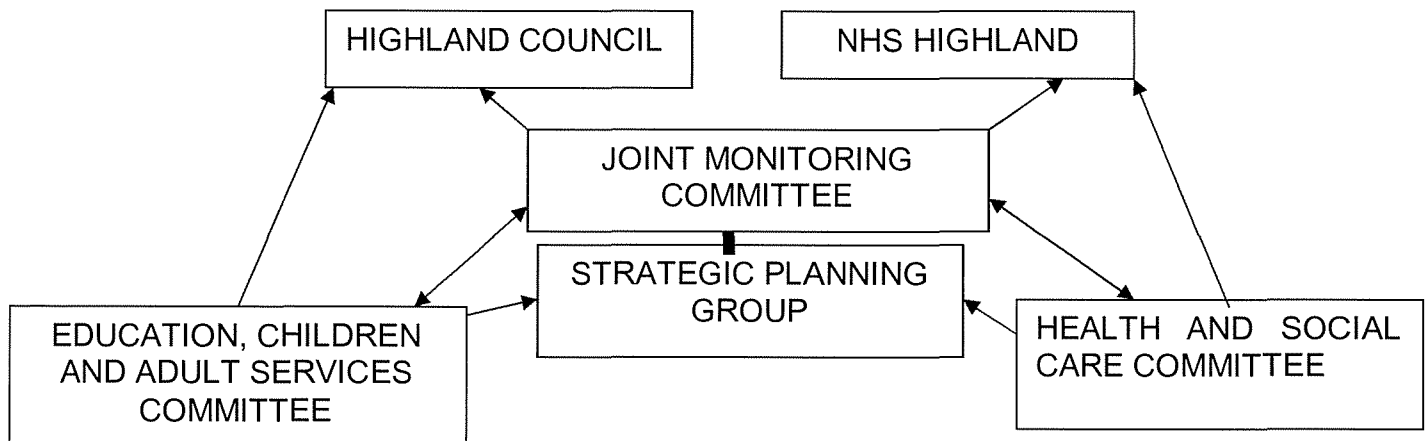
In accordance with section 1(2) of the Act, the Parties have agreed that the integration model set out in sections 1(4)(d) of the Act will be put in place for [the Highland Partnership], namely the delegation of functions by the Parties to a Lead Agency that is to be established by Order under section 9 of the Act. This agreement comes into force on April 1st 2015 subject to Ministerial approval.

2. Local Governance Arrangements

- 2.1 In line with requirements of the above legislation, The Highland Partnership expect the existing Strategic Commissioning Group to fulfil the functions of both the Joint Monitoring Committee and Strategic Planning Group.
- 2.2 Recognising the difference in required membership, the Strategic Planning Group will be enhanced by those proposed in the regulations and will report into the Governance structure of NHS and HC. There are two service specific sub-groups - Strategic Planning- Children's Services sub- Group and Strategic Planning- Adult Services sub- Group.
- 2.3 The role, function and membership of the Joint Monitoring Committee are outlined below in line with the legislation.
- 2.4 Role and function:
 - To have oversight of continuing implementation of the Scheme and associated risks
 - To review the Scheme including financial commitments and commissioned services
 - To ensure recommendations and responses from the partners relating to performance reporting are considered, appropriately acted upon and progressed.
 - To develop and propose to HC and NHS strategic plans for children and adults
 - To ensure a strategic commissioning approach is taken forward with all stakeholders at operational levels.
- 2.5 Membership: The nominees from HC and NHS are nominated directly to the Joint Monitoring Committee by HC and NHS.
- 2.6 The officers of NHS and HC are nominated because of the statutory role that they fulfil, in the case of the Chief Social Work Officer and the Local Authority officer, or because they have been identified by the NHS as the appropriate person for the Clinical Director or Health Board Director of Finance.
- 2.7 The Joint Monitoring Committee will seek and recruit the staff-side, third sector, carer and service user representatives once the integration Joint Monitoring Committee is established. This will follow the Scottish Government guidance.
- 2.8 Membership in line with legislation requirements –
 - HC – Four Elected members, Chief Executive, Director of Care & Learning, Chief Social Work Officer ('CSWO'), Director of Finance, Representative of Staff Partnership Forum.
 - NHS – Two Non Executive Directors, Chief Executive, Two Senior Executives, Director of Finance, Employee Director, Medical Director/ Director of Public Health.

Both Children and Adult's services will ensure representation from users, carers and the Third Sector.

- 2.9 Administration: Business support for the Joint Monitoring Committee will be provided by Highland Council. This will include preparation and arrangement of all meetings and reports, taking and circulation of minutes.
- 2.10 The diagram below illustrates the relationship between the Joint Monitoring Committee and the Lead Agencies.



- 2.11 The Education, Children and Adult Committee has a range of responsibilities, and as with all other strategic committees of HC, this involves 22 elected members. Nine of the members act as lead members from the District Partnerships. This ensures that issues relevant to the local implementation of policy and strategy can inform the work of the committee, and vice versa.
- 2.12 Three members of the NHSH Board are members of the Committee, participating fully in decision-making and scrutiny processes, albeit they may normally only attend for those issues that are concerned with the management and delivery of the integrated service.
- 2.13 The Highland Health and Social Care Committee within NHSH ensures that primary, secondary and social care sit as equal partners around a formal sub-committee of the NHSH Board – this committee includes in its membership 3 elected members from Highland Council.

3. DELEGATION OF FUNCTIONS

3.1 The functions that are delegated by NHSH the Lead Agency- HC, to exercise, in conjunction with the functions specified in Column A to Part 2 of Annex 2, are set out in Column A to Part 1 of Annex 1.

3.2 The functions that are delegated by HC to the Lead Agency – NHSH, to exercise in conjunction with the functions specified in Column A of Part 2 to Annex 1 are set out in Column A of Part 1 of Annex 1.

4. LOCAL OPERATIONAL ARRANGEMENTS

4.1. Integrated Children's Services

4.1.1 Delivery of children's community health and social care is the responsibility of HC.

4.2 Integrated Adult Services

4.2.1 Delivery of adult community health and social care is the responsibility of NHS.

4.3 **The Performance Management Framework- Adult Services:** This Performance Management Framework:

4.3.1 enables monitoring and evaluation of performance across the Health and Wellbeing outcomes

4.3.2 provides assurance to The Highland Council regarding the services that are commissioned as part of the lead agency arrangement.

4.3.3 NHS Highland reports to Highland Council on performance on a quarterly basis as detailed in the structure below.

4.3.4 NHS Highland also continues to collate the full range of performance information, required for local and national reporting purposes, for both lead agencies.

4.3.4 The Improvement Committee of NHS Highland has recognised the need for a regular review of all adult care indicators required by the partnership to ensure:

- That the indicators are the "best fit" in terms of the performance measures required in the on-going development of integrated services
- That indicators where the partnership had agreed that a performance measure was required, but were, for a number of reasons, proving to be challenging either in terms of agreeing a common understanding of the definition and/or identification of a suitable data source were fit for purpose.

4.3.5 This work will be ongoing to ensure that improvements are adequately reported and evidenced and where such improvements are not apparent that remedial action can be taken.

4.4 **The Performance Management Framework- Children's Services:** This Performance Management Framework will:-

- enable monitoring and evaluation of performance across the outcomes identified in the joint Integrated Children's Plan;
- provide assurance to NHS Highland regarding the services that are commissioned as part of the lead agency arrangement.

Highland Council will report to NHS Highland on performance on a quarterly basis.

NHS Highland will collate the full range of performance information, as required for local and national reporting purposes, for both lead agencies.

4.5 Clinical and Care Governance

4.5.1 There are a range of policies and procedures in place which will support staff in the application of NHS Highland's clinical governance & risk management requirements:-

Quality & Patient Safety Framework

Complaints Management Policy and Procedures

Incident Management Policy & Procedures

Being Open Policy

Risk Management Policy

Health & Safety Policy

General Work Place Risk Assessment Procedures

Dealing with Employee Concerns Policy

Management of Employee Capability Policy

Written Information for Patients Policy

Policy for Consent to Treatment, Surgery and Invasive Procedures

Health Records Management Policy

4.5.2 As part of the Governance requirements of both organisations in the Highland Integration model, the following section outlines the commitment to Professional Leadership which has been established by the Lead Agencies to ensure sustainability of safe and high quality services.

4.5.3 **Social Care:** The CSWO will be in the first or second tier of management within the integrated children's service in Highland Council.

4.5.3.1 S/he has direct access to the Chief Executive of both lead agencies, and to the senior leadership and members of the Council and NHS Highland Board. The CSWO is enabled to influence corporate issues, such as managing risk, and budget priorities in both organisations. It is suggested that this should include involvement in the main strategic committees of the two lead agencies.

4.5.3.2 The CSWO is the Director or Head of Service (where the Director does not fulfil the criteria) within the integrated service for children, and will effect the role within the management structures of the service, and through the other means and forums identified below.

4.5.3.3 It is envisaged that there will be a senior manager at Directorate level within NHS Highland, with responsibility for the professional leadership of social work and social care staff, who will be accountable for this to

the CSWO. This provides a lead officer in each agency with a leadership structure across the Operational Units.

4.5.3.4 The CSWO will determine formal deputising arrangements to cover any period of her/his absence.

4.5.3.5 Other Means and Forums to ensure Effective Professional Social Work Leadership

The CSWO is responsible for ensuring further means and forums for ensuring effective social work leadership within both agencies, to fulfil the professional responsibilities set out in the Practice Governance Framework, and to enable social workers to also fulfil their responsibilities.

The CSWO will continue to have responsibility for authorising the registration of all social work and social care staff with the Scottish Social Services Council

4.5.4 Nursing, Midwifery and Allied Health Professionals (NMAHP): Accountability and Reporting Arrangements

The NMAHP Leadership Framework draws on:

- the Joint Declaration on NMAHP Leadership from Scotland's Chief Nursing Officer,
- Chief Health Professions Officer and NMAHP Leaders (2010) Codes,
- standards and guidance of the Nursing and Midwifery Regularity Council ("NMC")
- AHP Regulatory Body (Health Professions Council ("HPC"))
- A framework for reform: devolved decision-making. – Moving towards single-system working (NHS HDL (2003)11)
- guidance on Appointment of Nurse Directors (2002)
- the NHS's Executive Nurse Director's current Job Description.

4.5.5 The principles, Professional Leadership framework and structure are embedded in the governance and management structures that are developed for both integrated services in Highland (NHS and the Highland Council). This ensures that NHS, the Highland Council, managers, NMAHP leaders, NMAHP staff and those they delegate care to ensure safe, effective and person centred care. It is also relevant to the commissioning of 3rd sector services by both partners.

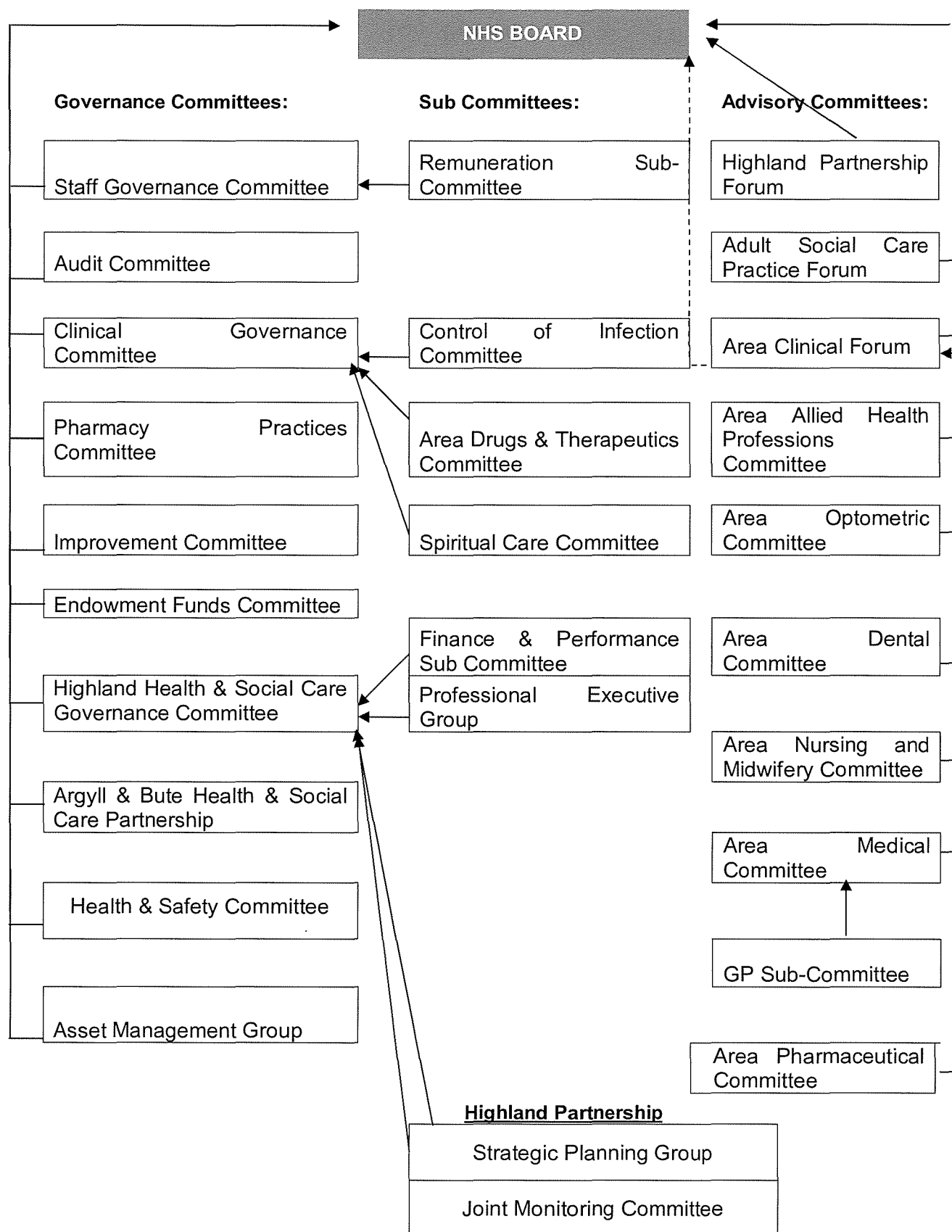
4.5.6 There is an Executive Nurse Director but s/he requires to ensure that both the Highland Council and NHS Highland fulfil their responsibilities, to enable NMAHPs to also fulfil their professional accountabilities and service responsibilities.

4.5.7 The Executive Nurse Director ensures that a Lead Nurse and a Lead AHP are in the first or second tier of management and professional leadership is embedded throughout the operational structure, within the integrated children's service in the Highland Council who will support the Executive Nurse Director to deploy their role.

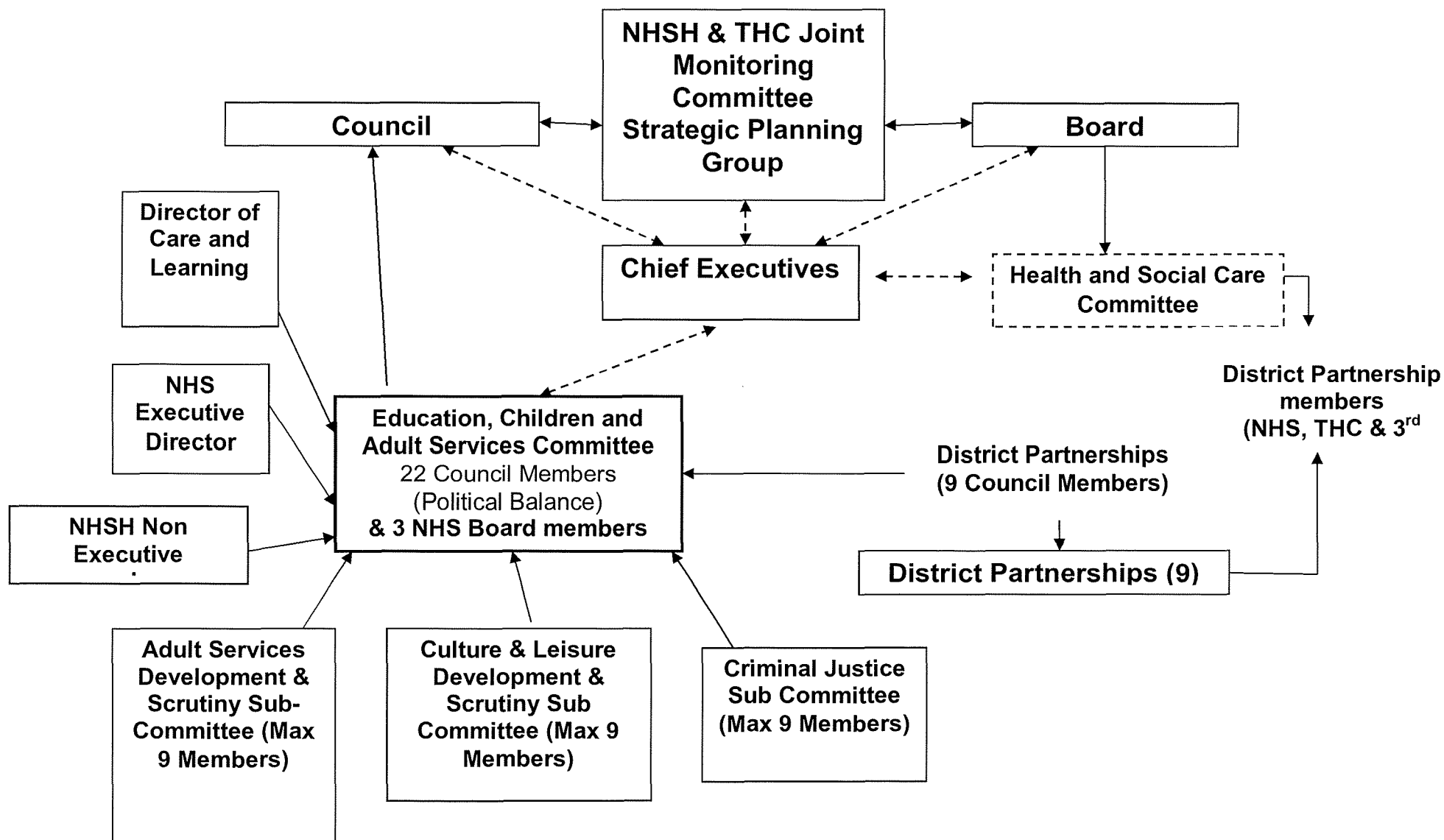
- 4.5.8 The Executive Nurse Director will have direct access to the Chief Executive of both lead agencies, and to the senior leadership and members of the Council and NHS Highland Board. The Executive Nurse Director needs to be enabled to influence corporate issues, such as managing risk, and budget priorities in both organisations. This will include involvement in the main strategic committees of the two lead agencies.
- 4.5.9 The Executive Nurse Director will determine formal deputising arrangements to cover any period of her/his absence.
- 4.5.10 The Executive Nurse Director will hold professional accountability for Nursing, Midwifery and AHP Staff transferred to the Highland Council under the Lead Agency model.
- 4.5.11 Other Means and Forums to ensure Effective Professional NMAHP Leadership

The Executive Nurse Director is responsible for ensuring that NMAHP and NMAHP Leaders employed by NHSH and Highland Council:-

- retain seats on NMAHP Advisory Committee;
 - remain on NMAHP Leadership Committee;
 - contribute to setting and auditing of relevant professional standards and policies;
 - retain appropriate links with Clinical Governance Structures.
- 4.5.12 The Executive Nurse Director in Highland will remain an employee of NHS Highland (NHS), which will retain appointment and removal powers of the Executive Nurse Director.
- 4.5.13 The current Governance structures for NHS Highland – Lead Agency for Adult Care and Highland Council – Lead Agency for Children’s Services, is illustrated below.



HIGHLAND COUNCIL GOVERNANCE STRUCTURE



5. WORKFORCE

- 5.1 **Adult Service** There have been many benefits of health and social care since the development of the Lead Agency model in 2012 and the Board continues to work towards realising the full benefits of integration, recognising the preventative nature of providing excellent care support in the community and ensuring an appropriate balance of resources to meet these community-based needs.
- 5.2 Horizontal integration of workforce skills and competencies is required across health and social care settings. Staff rotation between hospitals, care homes, care at home and community care need to be implemented to develop a more generic workforce response.
- 5.3 There are recruitment challenges specific to Care@Home workforce across Highland but most notably in the inner Moray Firth area of Inverness and East Ross.
- 5.4 There is ongoing work with partners to look at joint recruitment initiatives and growing our own workforce by using Modern Apprentices and rotating posts across Care@Home, care homes, community care and day care in order to create a more sustainable workforce.
- 5.5 The Board is also developing a new role of Generic Support Worker in partnership with NES and other Boards.
- 5.6 AHP professional leadership and team structures have been reviewed across the Board to ensure they can provide sustainable service delivery and support delivering through the integrated team structures.
- 5.7 Models for all AHP services are considering appropriate management, professional leadership and workforce establishment review to meet integrated service needs, aligning an integrated workforce with their medical, nursing and social work colleagues to meet service user and carer need.
- 5.8 NHS Highland is committed to developing a three year workforce plan from June 2015 reflecting the change in shape of the workforce – skill mix, roles, and the projections currently included in the pan-Highland workforce plan.
- 5.9 The following table extracted from the Workforce Plan for NHS Highland details the specific focus on integrated adult care:

	Action	Who / How	Time Scale			Status	Comment
			Short	Medium	Long		
3.	<p>Quantify the demand for new roles to support integration, 7 day working, OOH, scheduled and unscheduled care.</p> <p>Grow new career and employment routes</p> <p>Support long term service sustainability</p>		X			<p>by 30th Aug 2014</p> <p>TBC</p> <p>On-going</p> <p>by 30th Aug 2014</p> <p>TBC</p> <p>by 30th Sept 2014</p>	<p>Modern Apprentices:</p> <ul style="list-style-type: none"> Develop a Framework to administer MAs in Highland Scope role and remit of programme board Articulate MA demand <p>Health care Support Worker</p> <ul style="list-style-type: none"> Monitor compliance with HCSW standard and code of conduct for new starts Roll out HCSW standard and code of conduct for all staff via KSF Assess the need for any Increase in work based assessors for SVQ development <p>Generic Support Worker</p> <ul style="list-style-type: none"> Articulate approach for generic support worker development in Highland Articulate MA demand <p>Physician Associate:</p> <ul style="list-style-type: none"> Consider PA need in Unscheduled Care OOH and 7 Day working (also an action in LUCAP)

- 5.10 **Children's Services** Supporting children's services health staff to work effectively in an integrated model of care
- 5.11 There has been a restructuring of public health nursing and children's social work services into integrated Family Teams which are District based around Associated School Groups. The Teams have an integrated health and social care workforce which supports the early years, both universal and early intervention services, secondly the school years services, again both universal and early intervention and finally the targeted service which focusses on statutory and child protection children's services.
- 5.12 Each group of professionals within the team have their own specialist area but they work and communicate closely across these specialities and in particular the multi-disciplinary team leadership ensure that the focus is the correct level of input at the correct time to achieve the best outcomes for children and their families.
- 5.13 An enhanced model of supervision has been put in place to ensure that all Family Team members are equally supported, irrespective of discipline.
- 5.14 All the early years practitioner staff that support the health visitors are qualified to SVQ 3 level and given additional training to enable them to provide both universal and early intervention health and social care input to children and families in the early years.
- 5.15 A health visitor and school nurse trainee scheme has been put in place, in line with national recommendations, to address the need for increased capacity and changing roles.
- 5.16 Workforce planning for the Family Teams has been undertaken using a population needs based approach. This will be further enhanced for health visitor and school nursing numbers by utilising the newly developed caseload weighting tools.
- 5.17 There are ongoing plans in place to move to co-location of all the Family Team members.
- 5.18 A Practice Lead (Disability and Health) post has been created to provide professional support, supervision and professional leadership to the Community Children's Learning Disability Nurses who sit within the Disability and Health integrated teams.
- 5.19 The Primary Mental Health Worker Service, which delivers Tier 2 Mental Health Services for CAMHS, has been supported by a single manager within the Council, with work ongoing to ensure consistency of practice and access to the service across Highland. The Service has been augmented by an additional 2FTE posts and a Team Lead has been appointed to ensure clear links with the Tier 3 service and to lead on best practice across the team.
- 5.20 A review of additional support services has been carried out with recommendations being taken forward in early 2015. These include agreed uni-professional management/leadership structures for AHPs within Highland Council.

- 5.21 Speech and language therapy structures will be delivered in line with the recommendations by April 2015 following implementation of organisational change. For the other professions structures are in place. There will be a training plan in place from April 2015 to develop competencies for new team leads around leadership, supervision and management processes.
- 5.22 New Area ASN manager posts will be put in place to co-ordinate local delivery of ASN services, and to work with team leads across a number of different professional groups to identify local models of service provision to meet locally identified need.
- 5.23 The ASN review also focused on the need to develop learning support staff knowledge to improve support for children in pre-school and school settings. AHPs will work with the multi-disciplinary team to agree the competencies for these staff groups and lead relevant areas of the training and competency development programme.

6 FINANCE

- 6.1 Highland Council and NHS Highland have agreed to make certain payments to each other, to support revenue expenditure relating to the exercise of Delegated Functions.
- 6.2 The amount of the Financial Contribution in respect of the Delegated Functions relating to Integrated Adult Services or Integrated Children's Services for each subsequent Financial Year shall be determined in accordance with section 4 of the agreed finance protocol. The budget for Conjunction Functions shall be determined in accordance with the normal budget setting process of the responsible agency.
- 6.3 The negotiations associated with determining the amount of the Financial Contribution for a given Financial Year (other than the first Financial Year) will begin at a mutually agreed date and be completed within agreed timescales.
- 6.4 Each of the Partners will act in good faith and in a reasonable manner in progressing the negotiations referred to in clause 6.3 above, but in the event that agreement cannot be reached between the Partners prior to the end of February preceding the commencement of the relevant Financial Year, either Partner may refer the matter or matters in dispute for resolution under the dispute resolution process set out in clause 13.
- 6.5 If the amount of a Partner's Financial Contribution in respect of a given Financial Year has not been determined under the provisions of clause 6.3 (and, where applicable, clause 13) by the commencement of the relevant Financial Year, the Financial Contribution by that Partner in respect of that Financial Year will be payable at a provisional level equivalent to that which was payable in respect of the immediately preceding Financial Year subject to a reasonable adjustment to reflect inflation (as determined by the Partner to whom the Financial Contribution falls to be paid, acting reasonably); as and when the amount of the Financial Contribution has been determined under clause 6.3 (and, where applicable, clause 13), the amount of any underpayment or overpayment (based on the difference between the provisional level of the Financial Contribution and the amount of the Financial Contribution as finally agreed or determined) shall be dealt with through an adjustment to the immediately succeeding payment of Financial Contribution by the relevant Partner.
- 6.7 Each Partner will pay its Financial Contribution to the other Partner in respect of each Financial Year in accordance with the finance protocol.
- 6.8 The Partners' respective Directors of Finance agree to review the protocol referred to in this Part of the Schedule at least once per year and to agree such amendments as may be necessary to reflect changes to the circumstances in which this Agreement is then operating.
- 6.9 In this Integration Scheme and the Lead Agency model adopted by The Highland Partnership, all services and the totality of the budgets reported through the Health and Social Care Committee and the Education, Children and Adult Services Committee, with the exception of those functions that have been delegated, are considered conjunction functions.
- 6.10 The Partners agree to adopt "Partnership Structure (a)" in relation to the Integrated Children's Services as described in the VAT Guidance through which THC will be responsible for all VAT accounting with HM Revenue and Customs.

- 6.11 The Partners agree to adopt "Partnership Structure (b)" in relation to the Integrated Adult Services as described in the VAT Guidance through which NHHSH agrees, for VAT purposes only, to purchase goods and services relating to the Adult Services Delegated Functions in its own name as agent for HC and then re-invoice HC for the HC Share of the VAT.
- 6.12 NHHSH will provide THC with the invoice on a monthly basis. Invoices shall be issued in the format given in Annex A to the VAT Guidance. NHHSH will ensure that the invoice is in a format which satisfies the requirements of HM Revenue and Customs with respect to reclaiming VAT.
- 6.13 For the avoidance of doubt, sums invoiced will be paid by THC within 10 working days of receiving receipt of payment from HM Revenue and Customs of the VAT claim, in respect of the expenditure made by NHHSH.
- 6.14 Payment in subsequent years for delegated functions. The Partners' respective Directors of Finance will meet by an agreed time each year:-
 - 6.14.1 to consult on their proposed timetables for forward financial planning and budget setting in respect of Integrated Services; and
 - 6.14.2 so far as possible to agree a consistent schedule for production of key information required by each Partner in considering the level of its Financial Contribution for the forthcoming Financial Year.
 - 6.14.3 In this Integration Scheme and the lead Agency model adopted by The Highland Partnership, all services and the totality of future budgets, (with the exception of those that have been delegated) that are reported through the Health and Social Care Committee and the Education, Children and Adult Services Committee, are considered conjunction functions.
- 6.15 Partners will use best endeavours to provide to the Director of Finance of the other Partner all the information when required, in the format required, and making best estimates in accordance with the guidance issued, to facilitate the work of the other Partner in considering the level of its Financial Contribution for the forthcoming Financial Year.
- 6.16 So far as possible, the Partners' respective Directors of Finance will ensure a consistency of approach and application of processes in considering budget proposals in respect of Financial Contributions alongside that Partner's other budget proposals.
- 6.17 The amount of the Financial Contribution in respect of Integrated Adult Services or Integrated Children's Services for each Financial Year after the first Financial Year shall be calculated with reference to the respective indicative allocations to the Strategic Programme budgets and strategic outcomes; the following will be considered as potential areas of adjustment when agreeing the Financial Contribution:-
 - 6.17.1 projected changes arising from client numbers;
 - 6.17.2 benchmark data (e.g. age-specific weighted spend per capita) and other information and analysis as may be provided by the Director of Finance of the Partner which is responsible for those Integrated Services.
 - 6.17.3 revenue consequences of capital expenditure,

- 6.17.4 projected increases in unit costs arising from pay and price increases
- 6.17.5 efficiency targets;
- 6.17.6 improvements in service quality and outcomes and other KPIs;
- 6.17.7 legislative change which impacts on the delivery of delegated services;
- 6.17.8 Local Government and NHS Financial settlements
- 6.17.9 there are significant changes which may impact on the delivery of delegated services
- 6.18 Both Partners will keep under review and promptly make applications for all additional grants that may be available to support any of the Delegated Functions from time to time; where possible, each Partner will give to the other access to the bidding process for more general grants otherwise only made available to that Partner.
- 6.19 Where either Partner is awarded a grant (including for this purpose a right to receive grant funds) for use solely in relation to the Delegated Functions, that grant will be made available by that Partner to the Arrangements for application in accordance with the conditions attached to the grant by the relevant funding body.
- 6.20 Where either Partner is awarded a grant of a more general nature (i.e. which does not specifically relate to Delegated Functions), the recipient will determine its use and application; where it is decided that all or part of the grant funding will be made available by that Partner to the Arrangements their application will be in accordance with any conditions attached to the grant by the original funding body or by the Partner to which the grant was awarded.
- 6.21 The Partners will ensure that all grant funding made available to the Arrangements is applied in a proper manner and that appropriate accounting and reporting mechanisms are put in place; in the event that a Partner misapplies any grant funding, the Partner in default shall reimburse the other Partner to the extent that the relevant sums were misapplied.
- 6.22 In-year variations Without prejudice to the provisions set out above, the Director of Finance of each Partner shall advise the Director of Finance of the other Partner promptly in writing of any matter which will, or is likely to, affect significantly the Financial Contribution payable by the other Partner in respect of the current or immediately succeeding Financial Year
- 6.23 The Director of Finance / Executive Director Corporate Services shall advise their counterpart promptly and in writing of any matter which will, or is likely to, affect significantly the Financial Contribution in the current Financial Year or the period covered by the Performance Framework. This is to include any material revision to grant income, any material write off of stocks or income, as well as any significant service and operational matters.
- 6.24 This requirement is ongoing and additional to the following arrangements
- 6.25 Where recurrent overspending (or a shortfall in income) in relation to the first Financial Year is projected in respect of Integrated Adult Services or Integrated Children's Services, an action plan for the relevant Integrated Services will be

produced by the Lead Agency for the Delegated Functions to which the overspending or shortfall relates; the action plan will:

- 6.25.1 amend the commissioned outcomes and activity within the first Financial Year to bring the projected spend in line with the budget; and/or
 - 6.25.2 identify the source(s) of additional funding for the first Financial Year; and/or
 - 6.25.3 amend the Financial Contribution payable for the subsequent Financial Year(s) and/or adjust the commissioned outcomes for the subsequent Financial Year(s) to reflect the over-spend/under funding.
- 6.26 Where a recurrent under-spend (or an over-funding of delegated resource) is projected in respect of the first Financial Year in relation to Integrated Adult Services or Integrated Children's Services, an action plan for the relevant Integrated Services will be produced by the Lead Agency for the Delegated Functions to which the under-spend or over-funding relates; the action plan will:
- 6.26.1 amend the commissioned outcomes and activities within the first Financial Year to bring the projected spend in line with the budget; and/or
 - 6.26.2 specify how the additional resource will be treated in the first Financial Year;
 - 6.26.3 amend the Financial Contribution payable for the subsequent Financial Year(s) and/or adjust the commissioned outcomes for the subsequent Financial Year(s) to reflect the under-spend/overfunding.
- 6.27 In the event of failure to agree an action plan will be developed within 20 working days of the quarter end, the Partners' respective Chief Executives will consider the outstanding issue(s) and seek to agree the action plan.
- 6.28 Each Party will act as host partner for the Delegated Revenue Resources and will provide the systems necessary for financial governance.
- 6.29 At the Commencement Date, the Chief Executive of NHS SH will be accountable to the Chief Executive of HC for the Delegated Revenue Resources for Adult Integrated Services and the NHS SH financial governance systems will apply to the Delegated Revenue Resources; in the case of the Delegated Revenue Resources for Integrated Children's Services, the Chief Executive of HC will be accountable to the Chief Executive of NHS SH and HC's financial governance systems will apply to the Delegated Revenue Resources.
- 6.30 The Delegated Revenue Resources in respect of Integrated Adult Services and Integrated Children's Services may be expended as necessary to undertake the relevant Delegated Functions and to deliver the outcomes for Integrated Adult Services and Integrated Children's Services.
- 6.31 Process for re-determining in-year allocations and conditions when they may be used are as stated above 6.22 - 6.29.
- 6.32 Arrangements for asset management and capital In order to facilitate the delivery by NHS SH of Integrated Adult Services, HC will, with effect from the Commencement Date, a number of arrangements have been put in place.
- 6.33 In respect of premises which are partially occupied by Transferring Employees and partially occupied by HC employees and in the event that the accommodation is either owned or leased by HC, but the accommodation occupied by the Transferring Employees is not distinct, then HC and the Scottish Ministers shall enter into a Shared Occupancy Agreement in Agreed Form, which Shared Occupancy Agreement

shall include details of the extent of respective areas of occupation, the extent of shared areas, whether there are to be shared services such as reception or support services, level of running costs and the arrangements for termination of shared occupancy agreements and HC shall procure that the landlord of any properties leased by HC shall grant such consents to the entering into of the Shared Occupancy Agreement as may be required;

- 6.34 In order to facilitate the delivery by HC of Integrated Children's Services, NHSH will procure that the Scottish Ministers, with effect from the Commencement Date:
- in respect of premises which (immediately prior to the Effective Time) are partially occupied by Transferring Employees and partially occupied by other NHSH and in the event that the accommodation is either owned or leased by the Scottish Ministers, but the accommodation occupied by the Transferring Employees is not distinct, then HC and the Scottish Ministers shall enter into a Shared Occupancy Agreement in Agreed Form, which Shared Occupancy Agreement shall include details of the extent of respective areas of occupation, the extent of shared areas, whether there are to be shared services such as reception or support services, level of running costs and the arrangements for termination of shared occupancy agreements and NHSH shall procure that the landlord of any properties leased by the Scottish Ministers shall grant such consents to the entering into of the Shared Occupancy Agreement as may be required;
- 6.35 Where leases have been agreed, the properties will continue to be occupied for the remaining term of the partnership agreement by NHS Highland. Maintenance will be carried out by the NHS upon receipt of an annual revenue budget transfer from Highland Council. Capital Works Projects will be undertaken by the Council. The NHS will submit a Capital Investment Programme annually to the Council and the Council will consult the NHS before prioritising the projects to be included in the Council's Capital Programme within available resources. This method of working provides the clarity of responsibility that each organisation requires.
- 6.36 The amount of maintenance budget to be transferred annually has been calculated on the basis of the average five year spend profile for the 29 properties involved. The annual amount will be adjusted at the time that any properties are removed from or added to the lease arrangement
- 6.37 NHS H will provide quarterly reports to the Council on maintenance performance and actual expenditure incurred. Maintenance service contracts will remain as they are until the contracts come up for renewal.
- 6.38 HC shall provide ongoing support to facilitate the delivery by NHSH of Integrated Adult Services, in accordance with the provisions set out in Annex 2 part 1
- 6.39 NHSH shall provide ongoing support to facilitate the delivery by HC of Integrated Children's Services, in accordance with the provisions set out in Annex 1 part 1.
- 6.40 Each Lead Agency shall ensure that all contracts which it enters into in connection with the exercise of any Delegated Functions delegated to it contain provisions allowing the Lead Agency (without any requirement to obtain the consent of the other party to the contract) to assign or novate the contract to the other Partner following upon termination of the relevant Delegated Function.
- 6.41 The Partners shall, during the first Financial Year, discuss and agree revised arrangements in relation to IPR, databases and Special Equipment, in parallel with

the work relating to the longer-term approach to ICT Infrastructure to ensure that such arrangements support the further development of Integrated Adult Services and Integrated Children's Services and are fully aligned with the aims and outcomes intended to be achieved by the Arrangements.

- 6.42 For the purpose of this Scheme, capital expenditure is expenditure incurred on fixed assets that are made available to the Arrangements and where the expenditure is defined as capital according to the accounting policies of the Partners.
- 6.43 The Financial Contributions are made in respect of revenue expenditure, and shall not be applied towards capital (defined in International Accounting Standard 16 as "Property, Plant and Equipment") expenditure unless otherwise agreed in writing by the Partners
- 6.44 All capital expenditure (whether for replacement or capitalised maintenance) on assets used in connection with the exercise of Delegated Functions will be funded by the Partner which delegated the relevant Delegated Functions.
- 6.45 Where appropriate, funding to support capital expenditure on assets used in connection with the exercise of Delegated Functions may be transferred by the Partner which delegated the relevant Delegated Functions to the other Partner.
- 6.46 Where ownership of fixed assets which are made available to the Arrangements remains with the Partner which delegated the relevant Delegated Functions, the Partner which delegated the relevant Delegated Functions will retain all spending approvals and capital grants relating to these assets (and any other assets purchased by that Partner after the Commencement Date and made available to the Arrangements) unless otherwise agreed in writing by the Partners.
- 6.47 The Partners shall consider whether any capital expenditure shall be required for Delegated Functions in line with the strategies referred to in the Performance Framework applicable to such Delegated Functions and each Partner shall submit such proposals from time to time as it shall consider appropriate for such funding to the other Partner with details of: -
 - 6.47.1 the capital requirement;
 - 6.47.2 which of the Partners is to incur the Capital Expenditure;
 - 6.47.3 any transfers of funding to be made between the Partners
 - 6.47.4 ownership of any newly acquired asset and any arrangements for use by the Partners or third parties, including any limitations as to use; and
 - 6.47.5 the revenue consequences which are incurred directly as a result of capital expenditure.
- 6.48 The Partner which delegated the relevant Delegated Functions shall give reasonable consideration to any request for funding but shall not be obliged to provide such funding.
- 6.49 Any proceeds of sale, and the profit or loss on disposal, of any fixed asset made available to the Arrangements will accrue to the Partner owning the fixed asset
- 6.50 The revenue expenditure required to support and maintain the capital assets made available to the Arrangements will be paid by the Partner by whom the relevant Delegated Functions were delegated, except as otherwise agreed between the Partners.

- 6.51 Where any action is proposed by one Partner that might reduce the value of assets made available under this Agreement to the other Partner, the Partners' respective Directors of Finance shall jointly consider the potential loss of value and seek to agree whether compensation should be paid and if so the amount, timing and nature of that compensation.
- 6.52 In the absence of agreement under paragraph 6.46, the Partners' respective Chief Executives shall seek to resolve the issue.
- 6.53 Financial management and financial reporting arrangements In respect of the first Financial Year, the Director of Finance of the Lead Agency in respect of Integrated Adult Services will produce an audited income and expenditure statement for the revenue resources relating to Integrated Adult Services; this statement will show the funds received from the other Partner, expenditure made from this resource, any resulting over/under-spend and a brief report identifying the causes of any over/under-spend.
- 6.54 The provisions of clause 6.53 shall apply in relation to Integrated Children's Services as if the reference in that clause to "Integrated Adult Services" were a reference to "Integrated Children's Services".
- 6.55 The Partners shall ensure that full and proper records for accounting purposes are kept in respect of the Arrangements and shall co-operate with each other in preparation of those records.
- 6.56 The Partners' respective Directors of Finance will meet in February of each year to consult on their respective accounts closure timetables and information requirements for year end accounting.
- 6.57 The Partner's respective Directors of Finance may call a meeting at any other time whenever they identify a change to accounting practice that may affect the accounting records to be kept by the other Partner in respect of Integrated Adult Services or (as the case may be) Integrated Children's Services.
- 6.58 Guidance on accounts closure issued by the Director of Finance of each Partner to the officers within that Partner will be shared with the Director of Finance of the other Partner.
- 6.59 If during the accounts closure process any significant issue arises in respect of Integrated Adult Services, or (as the case may be) Integrated Children's Services, that will affect the accounts of the other Partner, this will be notified to the other Partner at the earliest opportunity.
- 6.60 Prior to finalising their accounts, the Partners' respective Directors of Finance will consider the debtor / creditor relationship between the Partners to be reflected in each Partner's final accounts; they will seek to report a consistent position insofar as the relevant accounting standards and policies permit.
- 6.61 Interim financial monitoring reports will be produced by each Lead Agency and supplied to the other Partner on a monthly basis during the first Financial Year, in accordance with the agreed finance protocol.
- 6.62 The frequency with which the integration authority is required to provide financial monitoring reports to the Health Board and the local authority. During the first Financial Year (and in addition to the arrangements referred to in clauses 6.53 to

- 6.55), on a quarterly basis (or more regularly at the discretion of the other Partner's Director of Finance) following the production of each quarter's budget monitoring information, the Partners' respective Directors of Finance will meet to review any budget variations that may affect Financial Contributions; these meetings will be attended by relevant service managers and budget holders (or supported by written statements from those managers and budget holders) who shall provide details of service activity and outcomes, together with performance data and explanations for variances between budgeted and actual spending.
- 6.63 The Partners' respective Directors of Finance may call a meeting under clause 6.62 at any time following issue of a budget monitoring report under clause 6.61 or of a notification under clause 6.22.
- 6.64 The Partners shall report to the Joint Monitoring Committee in relation to Integrated Adult Services and Children's Integrated Services respectively, with regard to such aspects of service delivery, and in such form, as the Joint Monitoring Committee may direct from time to time.
- 6.65 Copies of final accounts (and reports on such accounts) prepared by the Director of Finance of each Partner will be shared with the other Partner at the earliest opportunity.
- 6.66 The agreed content of the financial monitoring reports. The Partners will, on reasonable request, prepare reports on any aspect of the Delegated Functions where it is necessary to enable the other to make a decision; the Partners will arrange for appropriate senior officers to attend to present those reports.
- 6.67 If, prior to the Commencement Date, elected members were entitled to request and receive information from HC which was relevant to their local representative role in relation to adult social care, NHS SH will co-operate with elected members to ensure that they receive the same level of provision of information from NHS SH after the Commencement Date; however, unless the Law requires otherwise, nothing in this Scheme shall permit or require NHS SH to provide elected members with information which would identify any individual Service Users without that Service User's specific permission.
- 6.68 All requests for information pursuant to clause 6.67 shall be submitted in writing and shall be accompanied by a certificate of approval issued by HC's Legal Monitoring Officer.
- 6.69 The Partners will co-operate with (and encourage and facilitate co-operation between each of them and their respective officers) and supply all information reasonably required by:-
- 6.69.1 persons exercising a statutory function in relation to either Partner including the internal and external auditors of either Partner, the Health Department of the Scottish Government, the Local Government Department of the Scottish Government, Audit Scotland, Care Inspectorate Scotland, the Local Authority's Monitoring Officer; and
- 6.69.2 other persons or bodies with an authorised monitoring or scrutiny function, including the Audit Committees of each partner and the Local Authority Scrutiny Committee, having regard to the Partner's obligations of confidentiality, and the Information Sharing Protocol.
- 6.70 Where reasonably requested to do so, the Partners will each arrange for nominated

officers (of appropriate seniority) to attend meetings with the other Partner and/or meetings with any of those organisations referred to in clause 6.69.

- 6.71 Where any HC Scrutiny Committee is undertaking any work relating to the exercise by NHH of any of the Adult Delegated Functions, that Committee shall have the same power to require any NHH employee it reasonably believes may be able to assist its work to attend before it and answer questions as if that employee were an employee of HC and NHH shall use its best endeavours to facilitate its employee's compliance with any request made under this clause 6.71.
- 6.72 As part of its obligations pursuant to clause 6.71, the appropriate director/head of service of NHH will be required to attend HC's adults and children's services committee.
- 6.73 If the Partners believe that it would promote the efficient operation of these Arrangements, they may agree protocols in relation to the management and provision of information relating to the finances of the Arrangements from time to time.
- 6.74 Without prejudice to the provisions of clauses 6.55 to 6.61, the Lead Agency to which Delegated Functions have been delegated shall take all such steps (including the collection of statistical data, the preservation of evidence to support the accuracy of such data, and the collation and presentation of such data) as the other Partner may reasonably request from time to time to enable that other Partner to fulfil its obligations in relation to monitoring and reporting by reference to the statutory performance indicators applicable from time to time and any other monitoring or reporting framework to which it may be subject from time to time.
- 6.75 In the first Financial Year, interim monitoring statements in respect of each Adult Integrated Service or (as the case may be) Children's Integrated Service will be produced on a monthly basis by the Director of Finance of the relevant Lead Agency and will include:-
 - 6.75.1 consideration of year to date spend and income;
 - 6.75.2 consideration of projections of full year spend and income;
 - 6.75.3 consideration of any financial implications for the first Financial Years together recommendations to adjust the financial contribution in the first financial year, if appropriate
 - 6.75.4 consideration of any financial implications for subsequent Financial Years together with explanations of any major variation
- 6.76 The Partners' respective Directors of Finance will agree the format of budget monitoring reports
- 6.77 Schedule of cash payments to be made in settlement of the payment due to the Health Board and Local Authority for delegated functions. The Partners' respective Directors of Finance will seek to agree payment profiles for cash transfers between the Partners that do not disadvantage either Partner compared with the position which would have existed in the absence of this Agreement.
- 6.78 The Partners' respective Directors of Finance will exchange budget monitoring information monthly within 20 working days of each month end.
- 6.79 Cash transfers will incorporate:-
 - 6.79.1 payment of Financial Contributions to the other Partner;

- 6.79.2 adjustments for payments made (income received) on behalf of the other Partner;
- 6.79.3 any other sum which may become payable between the Partners.

7 PARTICIPATION AND ENGAGEMENT

7.1 Considerable consultation and engagement has been carried out across the Highland Partnership area to engage individuals, families, staff and communities.

7.2 The detail of these events and processes is outlined below. The communications focussed on a range of subjects namely-

- Integration options for consideration
- The case for change
- The Lead Agency model
- Structural changes
- Performance management
- Strategic Commissioning Approach
- Health and Well-Being Outcomes
- Locality engagement – District Partnerships
- Impact on Secondary care services

<p>Development and review/evaluation of involvement structures</p>	<p>44 stakeholder groups identified</p> <p>Communications post established</p> <p>NHS Highland / Highland Council communications and engagement strategy approved.</p> <p>General awareness raising through website, media, links with community councils, ward forums and leaflets delivered to public buildings and user groups</p> <p>Baseline survey carried out with service users</p> <p>Every community care service user or carer group contacted and offered face to face meeting</p> <p>Literature review on consultation with children and young people to understand perspective on what constitutes a good children's service, overseen by educational psychologist</p>
<p>Arrangements for involving harder to reach groups</p>	<p>Planning for Fairness prepared and harder to reach groups identified</p> <p>Focus group with people who used particular services (e.g. day centre, care homes)</p> <p>Care at home workers delivered a letter to all clients</p> <p>Meetings with service users and carer groups held in each district</p>

<p>Arrangements for communication with the public</p>	<p>Series of consultation workshops with children, young people, families and carers facilitated through Highland Children's Forum</p> <p>Series of meetings held with parents of children with additional needs</p> <p>10 public meetings held across the region</p> <p>Meetings with voluntary and independent sector</p>
<p>Reporting on outcomes (and progress in integration) to the public</p>	<p>Ongoing reporting and updates via multiple channels including board meetings, regular media releases and feed-back to groups</p> <p>Development of seven district partnerships with meetings held in public</p> <p>Integration assessed as part of the participation standards co-ordinated through Scottish Health Council</p>
<p>Training and on-going support for user/public members of the Board</p>	<p>Committee chairs provide initial and ongoing support to user and carer members of their committees.</p>
<p>How feedback from users/public feeds into governance arrangements</p>	<p>Review of governance structures and establishment of new overarching health and social care committee with public members. (Meetings held in public).</p> <p>District Partnerships consider issues relevant to the defined geographic and service delivery area covering both Integrated Children's Services and Adult Services and will be a key element of local engagement.</p> <p>Third Sector Engagement compact is in place between HC and NHS and the Third Sector.</p> <p>For Highland's Children ensures the inclusion and engagement of young people in the development of strategic plans.</p> <p>Former Adult and Children's Services Committee (now Education, Children and Adults Services Committee) aims to enable children and young</p>

	people to achieve their full potential by promoting their participation in the committee.
Information for how people can get involved	<p>Ongoing work through two major public consultations on proposed major service changes in two areas. Involved sending information to all homes</p> <p>NHS Highland newspaper delivered to all homes includes information on how people can get involved</p> <p>Ongoing programme of how people can get involved at all levels: board, committees, groups</p>

- 7.3 Issues and ideas have been captured through all of this engagement work to inform the development of the Lead Agency model and this is ongoing through the District Partnerships.

8. INFORMATION SHARING AND CONFIDENTIALITY

- 8.1 There are already well established data and information sharing processes in Highland, the principles of which are set out in the Data Sharing Protocol, which is owned by the Highland Data Sharing Partnership.
- 8.2 Ownership of the data has not changed, and neither has the responsibility for ensuring that it is managed and used appropriately. Each organisation ensures that it meets its responsibilities in terms of ensuring that data is recorded, stored, communicated and managed in line with all applicable legislation, policies, standards, and processes.
- 8.3 The legislation, policies, and standards continue to be generated by a variety of bodies such as the UK and Scottish governments, and other public bodies. There will be continual development in this area, and it will be essential for staff and their managers to be kept up to date with them. This is particularly important for managers who do not have a background in a service for which they are responsible under the new arrangements. Each organisation ensures that there are sufficient governance controls and monitoring arrangements in place to meet legislation, policies, standards, and processes and that staff receive the necessary training where required.
- 8.4 Staff continue to have access to the Intranet site of their former employer, where material on data management and governance can be found. For example, CS staff who have transferred to THC still have access to the NHS Intranet after the transition. Their managers, some of whom may never have worked for a Health organisation, also have access to this material because they also need to understand the legislation, policies and standards that govern the management of the data. Of course, the same applies to managers with a Health background who have become responsible for managing Social Work services.
- 8.5 Staff who have transferred to the new service provider and their managers have been granted access to relevant information and data management courses provided by the responsible authority. It is the responsibility of the service delivery agency to maintain training records, to ensure that staff attend courses when required, and to provide suitable opportunities for them to do so.
- 8.6 The responsible authority continues to formulate the policies and set the standards in respect of the data that it owns. Where relevant, the Data Sharing Protocol and corporate policy within each organisation will be developed to reflect these changes.
- 8.7 The responsible authority expects the service delivery agency to highlight and to report any breaches promptly via the agreed governance mechanisms, and to take appropriate remedial action.
- 8.8 The responsible authority expects the service delivery agency to co-operate fully with any investigation or audit that may be required to ensure that data is used and managed in line with legislation, policies, standards, and processes.
- 8.9 The Highland Data Sharing Partnership will continue to play a pivotal role in promoting the sharing of data within and beyond the partnership in the interests of patients and service users, while at the same time ensuring that their rights to privacy

are respected. The data sharing principles that have been developed are a fundamental guide to good practice, and will continue to be relevant. A key challenge in the future, and one that will offer unprecedented opportunity, will be to apply these in the context of new information systems and potentially new models of data ownership.

9. COMPLAINTS

9.1 Complaints about the Health Service made through either Partner organisation

- 9.1.1 The NHS Complaints Procedure: Directions under The National Health Service (Scotland) Act 1978 and The Hospital Complaints Procedure Act 1985 came into force on 1 April 2005.
- 9.1.2 Wherever possible, the comments and concerns of patients and their families will be dealt with as they arise.
- 9.1.3 However, there will be occasions where an individual will be dissatisfied with the explanation and/or apology given and want to complain. Where this happens the service provider will attempt to resolve the complaint as directly and quickly as possible, with the primary aim of being fair to both the person making the complaint and to those who delivered the healthcare.
- 9.1.4 *Local Resolution*
 - 9.1.4.1 Local resolution seeks to provide prompt investigation and resolution of a complaint at local level, aiming to satisfy the person making the complaint whilst being fair to staff. This stage should, normally, be completed within 20 working days of receipt of a complaint
- 9.1.5 *Ombudsman review*
 - 9.1.5.1 Where the person making the complaint remains dissatisfied with the outcome of local resolution, they may ask the Scottish Public Services Ombudsman, who is independent of Ministers and the NHS, to review their case. The person complained against can also seek an Ombudsman review in certain circumstances.

9.2 Complaints about the Social Work service made through either Partner organisation

- 9.2.1 Section 52 of the National Health Service and Community Care Act 1990 inserted Section 5B into the Social Work (Scotland) Act 1968 requiring local authorities to establish procedures for considering complaints about the discharge of their social work functions. Directions for establishing such procedures are set out in the Social Work (Representations Procedure) (Scotland) Directions 1990 (The Directions). The Directions outline the principles complaints systems should follow, establish a three level complaints system and stipulates the timescales to be followed when complaints are received at the formal complaint stage and beyond.
- 9.2.2 The vast majority of complaints received meet the definition of social work complaint laid down in The Directions.

9.3 Other complaints

- 9.3.1 Complaints will occasionally be received which do not fall under the strict definition of a social work complaint, per The Directions. These complaints will be dealt with through the HC and NHS corporate Complaints Procedures.

- 9.3.2 Complaints regarding registered care services may also be made to the Care Inspectorate.

9.4 Access Points and General Responsibilities

- 9.4.1 HC and NHHSH will publicise procedures for handling health care and social work complaints, ensuring ease of access to the complaints system.
- 9.4.2 To ensure clarity for service users social work complaints regarding services provided by NHHSH will only be received by Adult Services teams and units or services provided to support those teams.
- 9.4.3 Similarly, social work complaints regarding services provided by HC will only be received by HC social work Teams and Units or services provided to support those teams, including the Council's Customer Services network.
- 9.4.4 Complaints regarding services commissioned by HC and NHHSH will be dealt with initially by the provider, with copies of the complaint and response being provided to the Administration and Personnel Team, Support Services, NHHSH and the officer responsible for monitoring the relevant contract.
- 9.4.5 Adult social work and social care staff working in NHHSH will be responsible for responding to social work complaints relating to adult services.
- 9.4.6 Children's social work and social care staff working in HC will be responsible for responding to social work complaints regarding children's services.
- 9.4.7 Criminal Justice staff working in HC will be responsible for responding to social work complaints regarding Criminal Justice Services.

9.5 Joint arrangements between HC and NHHSH in relation to social work complaints

9.5.1 Administration and Personnel Team

- 9.5.1.1 Social Work complaints received by HC and Social Work complaints received by NHHSH will be monitored by the Administration and Personnel team in NHHSH Support Services. The monitoring role includes the following activities:-

- Logging complaints received through any channel
- Advising service managers regarding timescales for responding to complaints
- Signposting service managers to guidance
- Monitoring for responses and progress chasing as required
- Escalating complaints to the NHHSH Director of Adult Social Care and HC Head of Social Care level as required
- Providing progress reports for operational management teams in both HC and NHHSH

- Preparation of reports for the Complaints Review Committee (CRC)
- Preparation of CRC decision reports for Education, Children and Adult Services Committee
- Maintaining complaints files in accordance with information management policies and procedures

9.5.1.2 *Complaints Review Committee and access from the NHS*

9.5.1.3 The Social Work Directions require Local Authorities to establish Complaints Review Committees. The Complaints Review Committee (CRC) is an independent body consisting of two lay members and a lay Chairperson. It is serviced by an administrator and a legal advisor. The role of the CRC is to examine objectively and independently the facts as presented by the complainer and the local authority. The CRC will be arranged and administered by Legal and Democratic Services in HC. There is no statutory requirement for CRC to be a formal sub-committee of any committee set up to deal with Social Work matters. Decisions of CRC, therefore, can be made to the most appropriate committee in HC and NHS. Decisions of the CRC on complaints regarding services provided by HC will be reported to the Education, Children and Adult Services Committee. Decisions of CRC on complaints regarding services provided by NHS will be reported to the Clinical Governance Committee.

9.5.1.4 Notification of escalation of a complaint to the CRC will be made to the Administration and Personnel team, regardless of whether it is an HC or NHS complaint. The team leader, Administration and Personnel, will notify the NHS Director of Adult Social Care or HC Head of Social Care and the Administrator of the Complaints Review Committee, who will have the role of organising and administering the CRC.

9.5.1.5 The Administration and Personnel Team, NHS Support Services, will be responsible for monitoring social work complaints and compiling committee and management reports.

9.6 **Reporting**

9.6.1 The NHS Complaints Manager and the Administration and Personnel Team will ensure that monitoring reports on key performance indicators for complaints are produced for the Operational Units on a monthly basis and for the Clinical Governance Committee on a quarterly basis. This includes performance against the relevant response targets.

9.7 **Responsibility for Investigating Allegations of Fraud**

9.7.1 Where an allegation of fraud arises in relation to the transferred services the investigation will be the responsibility of the receiving authority. For alleged fraud relating to Adult Services, NHS will be responsible for investigations arising after the commencement date, and the HC Council for Children's Services.

10 LIABILITY & INDEMNITY

- 10.1 The Transferring Authority will, as from the Effective Time, indemnify the Receiving Authority against any loss or liability which the Receiving Authority may sustain or incur, or any claim by a third party against the Receiving Authority (including the reasonable expenses associated with contesting any such claim on a solicitor/client basis, and any costs awarded against the Receiving Authority in respect of any such claim), where such loss, liability or claim arises out of, or in connection with, the exercise of the Delegated Functions (as delegated to the Receiving Authority) by the Transferring Authority up to the Effective Time.
- 10.2 The Receiving Authority will, as from the Effective Time, indemnify the Transferring Authority against any loss or liability which the Transferring Authority may sustain or incur, or any claim by a third party against the Transferring Authority (including the reasonable expenses associated with contesting any such claim on a solicitor/client basis, and any costs awarded against the Transferring Authority in respect of any such claim), where such loss, liability or claim arises out of, or in connection with, the exercise of the Delegated Functions (as delegated to the Receiving Authority) by the Receiving Authority from and after the Effective Time.
- 10.3 A loss, liability or claim against the Transferring Authority arising out of, or in connection with, the exercise of the Delegated Functions (as delegated to the Receiving Authority) by the Receiving Authority from and after the Effective Time shall not fall within the indemnity to the extent that it is caused by:
 - 10.3.1 a breach by the Transferring Authority of any of its obligations under this Agreement or any of the Licences to Occupy; or
 - 10.3.2 a third party having failed to give its consent to the assignment, novation or partial assignment of any of the Transferring Care Contracts to the Receiving Authority.
- 10.4 Each Partner (an “**Indemnified Partner**”) which incurs a loss or liability, or receives a claim,
 - 10.4.1 shall intimate the loss or liability, or the relevant claim, to the other Partner (the “**Indemnifying Partner**”) as soon as reasonably practicable after the loss, liability or claim becomes known to the Indemnified Partner, providing to the Indemnifying Partner all such information and evidence in respect of the loss, liability or claim as is reasonably available to the Indemnified Partner;
 - 10.4.2 shall (in the case of a claim) take such steps to resist or defend the claim as the Indemnifying Partner may reasonably request or (if the Indemnifying Partner so elects) allow the Indemnifying Partner the conduct of any defence and/or negotiations in respect of the claim (subject in either case to the Indemnifying Partner indemnifying the Indemnified Partner in respect of any liability (including reasonable legal expenses on a solicitor/client basis and any award of expenses) which the Indemnified Partner may thereby incur);
 - 10.4.3 shall keep the Indemnifying Partner closely appraised of all developments relating to the relevant loss, liability or claim (including any insurance claim that may be pursued in connection with the relevant occurrence);

10.4.4 shall not (in the case of a claim), compromise any such claim, or take any step which would prejudice the defence of such claim, without (in each such case) the prior written consent of the Indemnifying Partner (such consent not to be unreasonably withheld) except in circumstances where the taking of such steps is required by law;

10.4.5 take all reasonable steps available to it to mitigate such loss or liability.

11 INSURANCE ARRANGEMENTS

- 11.1 The Partners shall maintain insurances in respect of Integrated Children's Services and Integrated Adult Services.
- 11.2 For the avoidance of doubt, each Partner shall be responsible for meeting all excess payments or other self-insured amounts under its insurance arrangements (including CNORIS, for this purpose).
- 11.3 The handling of insurance claims relating to Delegated Functions shall be carried out in a manner which reflects the following principles:
 - 11.3.1 each Partner shall notify the other promptly if it proposes to submit an insurance claim in respect of any matter related to Delegated Functions;
 - 11.3.2 any information held by a Partner which is relevant to the subject of an insurance claim shall be passed to the other Partner if the other Partner is proposing to submit, or has submitted, an insurance claim;
 - 11.3.3 each Partner shall arrange for its employees (and personnel employed by third party service providers, where applicable), to be interviewed, and will allow access by loss adjusters and others involved in investigating the subject of the insurance claim to premises and equipment as appropriate, to facilitate the submission, pursuit and/or investigation of an insurance claim by the other Partner;
 - 11.3.4 each Partner shall ensure that evidence which may be required to substantiate a claim by the other Partner is preserved so far as reasonably practicable;
 - 11.3.5 a Partner which is pursuing an insurance claim shall keep the other Partner closely advised of progress, and shall liaise with the other Partner in relation to any aspect which could be of significant concern to the other Partner;
 - 11.3.6 Where either Partner becomes aware that its insurers are proposing to exercise subrogation rights against the other Partner, it shall promptly communicate that to the other Partner.

12. RISK MANAGEMENT

- 12.1 In the Lead Agency model agreed by the Highland Partnership each Partner carries responsibility for their own risks, monitored and managed in line with the Partner's Risk Management System.

13 DISPUTE RESOLUTION MECHANISM

- 13.1 All disputes between the Partners arising out of or relating to the Scheme may be escalated, by either Partner, to the Chief Executive of each of the Partners for resolution.
- 13.2 If a dispute cannot be resolved by the individuals to which the dispute has been escalated in pursuance of clause 13.1 within 14 days, the dispute may, within 14 days thereafter, be escalated to the Joint Monitoring Committee for resolution.
- 13.3 If a dispute cannot be resolved by Joint Monitoring Committee in pursuance of clause 13.2 within 14 days, the dispute may, within 14 days thereafter, be referred for final determination to an expert ("**the Expert**") who shall be deemed to act as expert and not as arbiter; and
 - 13.3.1 the Expert shall be selected by mutual agreement or, failing agreement, within 14 days after a request by one Partner to the other, shall be chosen at the request of either Partner by the President for the time being of the Law Society of Scotland who shall be requested to choose a suitably qualified and experienced Expert for the dispute in question;
 - 13.3.2 within 14 days after the Expert has accepted the appointment, the Partners shall submit to the Expert a written report on the dispute;
 - 13.3.3 both Partners will then afford the Expert all necessary assistance which the Expert requires to consider the dispute;
 - 13.3.4 the Expert shall be instructed to deliver his/her determination to the Partners within 14 days after the submission of the written reports pursuant to clause 13.2 ;
 - 13.3.5 save in the case of manifest error, decisions of the Expert shall be final and binding and shall not be subject to appeal;
 - 13.3.6 the Expert shall have the same powers to require any Partner to produce any documents or information to him and the other Partner as an arbiter and each Partner shall in any event supply to him such information which it has and is material to the matter to be resolved and which it could be required to produce on discovery; and
 - 13.3.7 the fees of the Expert shall be borne by the parties in such proportion as shall be determined by the Expert having regard (amongst other things) to the conduct of the parties

Annex 1

Part 1

Functions delegated by the Health Board to the Local Authority (Children's Services)

Column A (function)	Column B (services)
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Speech and Language Therapy
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Physiotherapy
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Occupational Therapy
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Dietetics
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978; Ss 23, 24, Mental Health (Care and Treatment) (Scotland) Act 2003.	Primary Mental Health Workers
Ss 2A, 36, 37, 38, 38A, 38B, 40, 41, 42, 98, National Health Service (Scotland) Act 1978.	Public Health Nursing Health Visiting
Ss 2A, 36, 37, 38, 38A, 38B, 39, 40, 41, 42, 98, National Health Service (Scotland) Act 1978.	Public Health Nursing School Nursing
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978; S 23, Mental Health (Care and Treatment) (Scotland) Act 1978.	Learning Disability Nurses
Ss 2A, 36, 37, National Health Service (Scotland) Act 1978.	Child Protection Advisors
Ss 2A, 13, 36, 37, National Health Service (Scotland) Act 1978; Ss 21, 36, Children (Scotland) Act 1995.	Looked after Children

Children's services Support Arrangements :

HC and NHH recognise that in progressing the development of integrated services, there is an impact on the current levels of central support services.

The Partners commit to ensure that all central support required to deliver safe and sustainable services will continue from and after the Commencement Date and that this may require services to continue to support staff and functions which have transferred organisations, as an interim measure.

This may, in some situations, where the impact on capacity will be felt from day one of transfer, require staff to work across existing organisational boundaries, again as an interim measure.

HC and NHH agree to plan a review of all these services to ensure all opportunities afforded by the integration agenda are considered and prioritised so that longer term solutions can be reached.

The Partners will have longer term arrangements in place within 12 months of the Commencement Date.

Further support arrangements in relation to children and young people

As from the Commencement Date, funding for children and young people with existing community based care packages will go into the Lead Agency with review dates for these packages to be scheduled to be undertaken annually unless circumstances indicate an earlier review is required. This involves children/young people with health and social care needs where there is an established Child's Plan and where health and social care needs can be met in a community setting.

After the Commencement Date, children and young people with complex care requirements that to date have been submitted to the Joint Advisory Allocation Group (JAAG) will be submitted to the Residential Placement Group (RPG) with the decision making process to include the use of Children's Health Assessment Audit Tool (CHAAT) health needs assessment tool, appropriate clinical representation, an agreement with parents that any package will be subject to review and change and with an identified date for review. The Child Health Commissioner will attend to have oversight of the process/decision making and ensure the link to NHS planning and finance teams. Once funding needs have been identified, discussed and agreed the budget will be identified and transferred. There will be an audit trail for these packages with related consideration of packages that are stepped up or down over time. There will be a review of the process in due course.

Further work is required to detail the decision making processes for scenarios where involvement from Clinical Advisory Group (CAG) is required.

Part 2

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

Column A (function)	Column B (services)
Ss 16, 16A, 16B National Health Service (Scotland) Act 1978.	Contracts with Voluntary Organisations
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Specialist End of Life Care
Ss 2A, 36, 37, 38, 38A, 40, 41, 42, 98, National Health Service (Scotland) Act 1978.	Community Nursing Teams
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Community AHPs
Ss 2A, 13, 36, 37, 98, National Health Service (Scotland) Act 1978.	Homeless Service
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978; s 23, 24, Mental Health (Care and Treatment) (Scotland) Act 2003; S7, Disabled Persons (Services, Consultation and Representation) Act 1986.	CPNs/Community Mental Health Teams
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978; Ss 23, 24, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 7, The Disabled Persons (Services, Consultation and Representation) Act 1986;	Older Adult CPN
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978; Ss 23, 24, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 7, Disabled Persons (Services, Consultation and Representation) Act 1986.	CPNAs
Ss 2A, 36, 37, 98, National Health	Reablement

Column A (function)	Column B (services)
Service (Scotland) Act 1978.	
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Geriatricians – community/acute
Ss 2A, 36, 37, 40, 98, National Health Service (Scotland) Act 1978.	Day Hospitals
Ss 2C, 17I, 40, 41, 42, 43, 64, 98, National Health Service (Scotland) Act 1978.	GPs
Ss 17I, 25(1), 64, 98 National Health Service (Scotland) Act 1978.	Dentists
S26(1), 64, 98, National Health Service (Scotland) Act 1978.	Opticians
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Handyperson/Care & Repair
Ss 27(1), 40, 41, 64, 75A, 98, National Health Service (Scotland) Act 1978.	Community Pharmacists
Ss 2A, 36, 37, 40, 41, 98, National Health Service (Scotland) Act 1978.	Community Hospitals
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978. S 23, Mental Health (Care and Treatment) (Scotland) Act 1978.	Learning Disability Specialists
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Telecare HUB
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Equipment Stores
Various statutory functions listed elsewhere in this Part 1B of the Schedule	Out of Hours
Ss 2A, 36, 37, 43, 98, National Health Service (Scotland) Act 1978;	Public Health
S13, 98, National Health Service (Scotland) Act 1978.	Housing Assessment
Ss 40, 42, 45 Adults with Incapacity (Scotland) Act 2000	Supervision of the management of residents' affairs

All Acute services including A&E services delivered across the NHS Highland area and to the adult population of Highland are included in the Lead Agency. This covers the District General Hospital (Raigmore Hospital), the Rural General Hospitals (Caithness General Hospital and Belford Hospital) and all Community Hospitals.

The cost of the District General Hospital will be disaggregated to localities using activity data and a measure of unit cost.

For the purposes of this Scheme all Conjunction Functions and related budgets are those included in the budgets of the Health and Social Care Committee and the Education, Children and Adult Services Committee respectively, that are to be carried out in conjunction with the delegated functions.

The interface arrangements and associated governing principles outlined in this part of the Integration Scheme are not exhaustive.

Where posts are not located in the Lead Agency yet deliver service to the population served by the Lead Agency there is a need to ensure that services are delivered within the service descriptor for the service being delivered. For example, Family Health Nurses, Out of Hours Social Work etc .

Where posts are not located in the Lead Agency yet deliver services which are required by individuals who are also accessing services from the Lead Agency, there is a need to:-

- maintain the integrity of patient journeys for example: joint clinics between Allied Health Professionals and clinical colleagues located in the NHS;
- maintain access to Bank Staff in the Lead Agency;
- maintain equipment to the required standard (for example calibration of weighing scales);
- maintain access to funding for equipment and aids across service interfaces utilising agreed mechanisms and as detailed in service descriptors

The expectation is that where working networks and interfaces are established that they are continued to benefit patients and carers.

Annex 2

Part 1

Functions delegated by the Local Authority to the Health Board (Adult Services and Housing)

Column A (function)	Column B (services)
<p>Ss 1, 2(1), Chronically Sick and Disabled Persons Act 1970;</p> <p>Ss 4, 5A, 5B, 12, 12A, 12AA, 12AB, 13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968;</p> <p>Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983;</p> <p>Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986;</p> <p>S 6, Community Care and Health (Scotland) Act 2002</p>	<p>Respite</p>
<p>Ss 1, 2(1), Chronically Sick and Disabled Persons Act 1970;</p> <p>Ss 4, 5A, 5B, 12, 12A, 12AA, 12AB, 13, 13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968;</p> <p>Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983;</p> <p>S48, National Assistance Act 1948;</p> <p>Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and</p>	<p>Adult Social Work Teams</p>

Column A (function)	Column B (services)
<p>Representation) Act 1986;</p> <p>Part 1 Adult Support and Protection (Scotland) Act 2007;</p>	
<p>Ss 12, 12A, 12AA, 12AB, 13B, 14, Social Work (Scotland) Act 1968;</p> <p>S2(1), Chronically Sick and Disabled Persons Act 1970;</p> <p>Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003;</p> <p>Ss 22, 23, 24, 24A, Children (Scotland) Act 1995</p> <p>Ss 3, 4, 7, 8 Disabled Persons (Services, Consultation and Representation) Act 1986.</p>	Care at Home
<p>Ss 12, 12A, 12AA, 12AB, 13B, 14, Social Work (Scotland) Act 1968;</p> <p>s2(1), Chronically Sick and Disabled Persons Act 1970;</p> <p>Ss 22, 23, 24, 24A, Children (Scotland) Act 1995</p> <p>Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.</p>	Sensory
<p>Ss 12, 12A, 12AA, 12AB, 13ZA, 13A, 13B, 59, 87, Social Work (Scotland) Act 1968;</p> <p>Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983;</p> <p>Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003;</p>	Care Homes

Column A (function)	Column B (services)
S 6, Community Care and Health (Scotland) Act 2002	
<p>Ss 12, 12A, 12AA, 12AB, 13ZA, 13B, 59, 87 Social Work (Scotland) Act 1968;</p> <p>Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983;</p> <p>S2(1), Chronically Sick and Disabled Persons Act 1970;</p> <p>Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003;</p> <p>Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.</p>	Day Care
<p>S12, Social Work (Scotland) Act 1968;</p> <p>S2(1), Chronically Sick and Disabled Persons Act 1970.</p>	Community Development Officers
<p>Ss 25, 26, 27, 33, Mental Health (Care and Treatment) (Scotland) Act 2003;</p> <p>Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.</p>	Community Mental Health Teams
<p>Ss 1 to 8 of Part I, Part II and Part XIII, Housing (Scotland) Act 1987;</p> <p>Part 1, Housing (Scotland) Act 2001</p>	Housing Support
The Housing (Scotland) Act 2006(a) Section 71(1)(b)	(assistance for housing purposes) Only in so far as it relates to an aid or adaptation. This includes the Care and repair service.
The Housing (Scotland) Act 2001(a)	(assistance for housing purposes)

Column A (function)	Column B (services)
Section 92	Only in so far as it relates to an aid or adaptation. This relates to registered social landlords and housing associations.
The Local Government and Planning (Scotland) Act 1982(a) Section 24(1)	(The provision of gardening assistance for the disabled and the elderly) This is an optional service for Local Authorities which is not currently delivered.
Ss 12, 12A, 12AA, 12AB, Social Work (Scotland) Act 1968; S2(1), Chronically Sick and Disabled Persons Act 1970; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.	Support Work
Ss 12, 12A, 12AA, 12AB, 12B, 12C, Social Work (Scotland) Act 1968.	Self Directed Support Team
S 5A, 12, Social Work (Scotland) Act 1968.	Reviewing Team
Ss 5A, 12, Social Work (Scotland) Act 1968.	Change Support Team
Ss 12, 13B, 14, Social Work (Scotland) Act 1968; S2(1), Chronically Sick and Disabled Persons Act 1970; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986;	Handypersons
S12, Social Work (Scotland) Act 1968;	Equipment Stores

Column A (function)	Column B (services)
S2(1), Chronically Sick and Disabled Persons Act 1970.	
Section 71, Housing (Scotland) Act 2006	Assistance for Housing Purposes
Section 92, Housing (Scotland) Act 2001	Assistance for Housing Purposes
Section 24, Local Government and Planning (Scotland) Act 1982	Provision of Gardening assistance for the disabled and the elderly.

Adult services Support Arrangements:

HC and NHHSH recognise that in progressing the development of integrated services, there is an impact on the current levels of central support services.

The Partners commit to ensure that all central support required to deliver safe and sustainable services will continue from and after the Commencement Date and that this may require services to continue to support staff and functions which have transferred organisations, as an interim measure.

This may, in some situations, where the impact on capacity will be felt from day one of transfer, require staff to work across existing organisational boundaries, again as an interim measure.

HC and NHHSH agree to plan a review of all these services to ensure all opportunities afforded by the integration agenda are considered and prioritised so that longer term solutions can be reached.

Part 2

**Services currently provided by the Local Authority which are to be integrated
(Children's Services)**

Column A (function)	Column B (services)
S2A, Standards in Scotland's Schools etc. Act 2000.	Public Health/Health Improvement posts re Health Promoting Schools Health Improvement Posts Early Years Health Improvement Post Nutrition
Part II, Children (Scotland) Act 1995; S34, Standards in Scotland's Schools etc. Act 2000; S1 Education (Scotland) Act 1980.	Childcare and Early Education Services
Part II, Children (Scotland) Act 1995.	Early Years workers
Included within children's social work/health visiting/nursery services (i.e. no separate treatment required)	Pre-school visiting service
Ss 12, 27, 27A Social Work (Scotland) Act 1968; Part II, Children (Scotland) Act 1995; Antisocial Behaviour etc. (Scotland) Act 2004.	Youth Action Team
Education (Additional Support for Learning) (Scotland) Act 2004 .	Specialist Additional Support for Learning education service
Ss 4, 5A, 5B, 6B, 12, 12A, 12AA, 12AB, 13A, 27, 28, Social Work (Scotland) Act 1968; Part II, Children (Scotland) Act 1995; S125A, Education (Scotland) Act 1980; Antisocial Behaviour etc. (Scotland) Act 2004; Ss 203, 245(11A), Criminal Procedure (Scotland) Act 1995; Ss 1, 2(1), Chronically Sick and	Children and families Social work teams

Column A (function)	Column B (services)
<p>Disabled Persons Act 1970;</p> <p>Ss 25, 26, 27, 33, Mental Health (Care and Treatment) (Scotland) Act 2003;</p> <p>S48, National Assistance Act 1948;</p> <p>S11, The Matrimonial Proceedings (Children) Act 1958;</p> <p>Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986;</p> <p>S50, Children Act 1975.</p>	
<p>Ss 59, 78, 78A, 79, 80, 81, 82, 83, Social Work (Scotland) Act 1968;</p> <p>Part II, Children (Scotland) Act 1995;</p> <p>S125A, Education (Scotland) Act 1980;</p>	Residential care workers
Foster Children (Scotland) Act 1984.	Fostering service
Adoption and Children (Scotland) Act 2007.	Adoption service
<p>Part II, Children (Scotland) Act 1995;</p> <p>S125A, Education (Scotland) Act 1980.</p>	Through care and after care services
<p>S4, Education (Scotland) Act 1980;</p> <p>Ss 5, 8, 8A, Education (Additional Support for Learning) (Scotland) Act 2004.</p>	Educational Psychology
<p>S12, 12A, 12AA, 13ZA, 27, 27ZA, Social Work (Scotland) Act 1978;</p> <p>Antisocial Behaviour etc. (Scotland) Act 2004;</p> <p>Part 1 Adult Support and Protection (Scotland) Act 2007;</p> <p>Part II, Children (Scotland) Act 1995;</p> <p>Ss 25, 26, 27, 33, Mental Health (Care</p>	Social Work Out of Hours Service

Column A (function)	Column B (services)
and Treatment)	

The interface arrangements and associated governing principles outlined in this part of the Integration Scheme are not exhaustive.

Where posts are not located in the Lead Agency yet deliver services to the population served by the Lead Agency there is a need to ensure that services are delivered within the service descriptor for the service being delivered. For example, Family Health Nurses, Out of Hours Social Work etc .

Where posts are not located in the Lead Agency yet deliver services which are required by individuals who are also accessing services from the Lead Agency, there is a need to:-

- maintain the integrity of patient journeys for example: joint clinics between Allied Health Professionals and clinical colleagues located in the NHS;
- maintain access to Bank Staff in the Lead Agency;
- maintain equipment to the required standard (for example calibration of weighing scales);
- maintain access to funding for equipment and aids across service interfaces utilising agreed mechanisms and as detailed in service descriptors

The expectation is that where working networks and interfaces are established that they are continued to benefit patients and carers.

Annex 3 There are no hosting arrangements in the Highland Partnership as described in the guidance to this Integration Scheme

However the following functions provide a service pan Highland to both Children and adults. It has been agreed that this is the most effective delivery given the size and/or specialism involved with management of the function in one organisation and delivery of the function across both organisations –

- **Visual Impairment Services**
- **Deaf and Hearing Support Services**
- **Social Work Out of Hours Service**
- **Care at Home**
- **Community Learning Disability Nursing Services (CLDN) (North & West)**
- **SLT Service – cradle to grave**
- **AHP Services primarily aligned to acute services**
- **Child Protection Advisory Service**
- **Immunisation**
- **Support for Child Health Surveillance systems**
- **Support for Continuing Professional Development**
- **Self Directed Support**
- **Business Support team**
- **Assistance for Housing purposes**

Appendix Two

The Highland Partnership Joint Monitoring Committee Public Bodies (Joint Working) (Scotland) Act 2014

In line with requirements of the above legislation, The Highland Partnership expect the Strategic Commissioning Group to fulfil the functions of both the Joint Monitoring Committee and Strategic Planning Group. There are two sub-groups - Children's Services Strategic Planning Group (CSSPG) and Adult Services Strategic Planning Group (Adult Service Commissioning Group ASCG).

Recognising the difference in required membership, the Strategic Planning Group will be enhanced by those identified in the regulations and will report into the Governance structure of the Health Board and Council. There are two service specific sub-groups - Strategic Planning- Children's Services sub- Group and Strategic Planning- Adult Services sub- Group.

The role, function and membership are outlined below in line with the legislation.

Role and Function:

- To have oversight of continuing implementation of the Integration Scheme and associated risks
- To review the Integration Scheme including financial commitments and commissioned services
- To ensure recommendations and responses from the partners relating to performance reporting are considered, appropriately acted upon and progressed.
- To develop and propose to the Council and Health Board, strategic plans for children and adults
- To ensure a strategic commissioning approach is taken forward with all stakeholders at operational levels.
-

Membership: The nominees from the Local Authority and the Health Board are nominated directly to the integration Joint Monitoring Committee by the Local Authority and the Health Board.

The officers of the Health Board and the Local Authority are nominated because of the statutory role that they fulfil, in the case of the Chief Social Work Officer and the Local Authority officer, or because they have been identified by the Health Board as the appropriate person for the Clinical Director or Health Board Director of Finance.

The integration joint monitoring committee will seek and recruit the staff-side, third sector, carer and service user representatives once the integration Joint Monitoring Committee is established. This will follow the Scottish Government guidance.

Membership in line with legislation requirements -

- The Highland Council – Four Elected members, Chief Executive, Director of Care & Learning, Chief Social Work Officer. Director of Finance, Representative of Staff Partnership Forum.

- NHS Highland – Two Non Executive Directors, Chief Executive, Two Senior Executives, Director of Finance, Employee Director, Medical Director/ Director of Public Health.

Both Children and Adult's services will ensure representation from users, carers and the Third Sector.

Appointment of the Chairperson: The Health Board and the Local Authority jointly agree that the Chair of NHS Highland and the Council Leader will be joint chairs of the Joint Monitoring Committee.

Quorum: No business is to be transacted at a meeting of the integration joint board unless at least two thirds of the voting members nominated by the Health Board, and at least two thirds of the voting members nominated by the local authority, are present.

Deputies: If a voting member is unable to attend a meeting of the integration joint board the constituent authority which nominated the member, is to use its best endeavours to arrange for a suitably experienced deputy, who is either a councillor or, as the case may be, a member of the Health Board, to attend the meeting.

A deputy attending a meeting of the integration joint board may vote on decisions put to that meeting.

If the chairperson or vice chairperson is unable to attend a meeting of the integration joint board, any deputy attending the meeting may not preside over, or exercise any casting vote at, that meeting.

Conflict of interest: If a member or any associate of their has any pecuniary or other interest, direct or indirect, in any item of business to be transacted at a meeting of the integration joint board, or a committee, which that member attends, that member shall disclose the nature of the interest and must not vote on any question with respect to that item of business.

A member is not to be treated as having an interest in any item of business if it cannot reasonably be regarded as likely to significantly affect or influence the voting by that member on any question with respect to that item of business.

Records: A record must be kept of the names of the members attending every meeting of the integration joint board or committee.

Minutes of the proceedings of a meeting of the integration joint board or a committee, including any decision made at that meeting are to be drawn up and submitted to the next ensuing meeting of the integration joint board or the committee for agreement after which they must be signed by the person presiding at that meeting.

Administration support for the Joint Monitoring Committee will be provided by Highland Council.