Agenda Item	23
Report No	HC/8/21

HIGHLAND COUNCIL

Committee: **The Highland Council**

Date: 25 March 2021

Report Title: **Revised Highland Partnership Integration Scheme**

Report By: Executive Chief Officer – Health and Social Care

1. Purpose/Executive Summary

1.1 This report sets out the outcome of detailed discussions in relation to the partnership arrangements in place between The Highland Council and NHS Highland. Both organisations are committed to transformation in terms of the delivery of service and that commitment is reflected in the establishment of the Joint Programme Board. Key to effective joint working is a revised integration scheme to set out the parameters for that.

1.2 The report is presented to the Council for agreement in principle of the revised Integration Scheme and the proposed consultation in relation to that revised scheme.

2. Recommendations

Members are asked to:

i. Agree in principle the terms of the revised Integration Scheme attached at Appendices 1 and 2.

ii. Agree that the Council delegate responsibility for further amendments in relation to the Integration Scheme, after the conclusion of the period of consultation in the event that such amendments are not considered to be material, to the Chief Executives of both the Council and NHS Highland in consultation with the Council Convener and Leader of the Administration, the Chair of the Health, Social Care & Wellbeing Committee, the Leader of the Opposition and the NHS Highland Chair and Vice Chair.

iii. Agree in principle for consultation on the revised Integration Scheme;

3. Implications

3.1 Resource – There are resource implications in that the revised Scheme provides for the financial arrangements in place between NHS Highland and the Council in terms of the delivery of commissioned services. That agreement deals with administrative arrangements in terms of management and reporting and also more strategic issues in terms of budget setting and the provisions for in year variations and risk management/sharing which relate to the Joint Programme Management Office approach to efficiency and transformation. Such issues are key to the financial relationship and are set out in detail in Clause 6 of the appended agreement.

3.2 Legal – The Public Bodies (Joint Working) (Scotland) Act 2014 requires that there be an integration scheme in place between the Council and NHS Highland. Such an agreement reflecting the "Lead Agency" model in place was first agreed in 2015 and the proposed integration scheme as approved by the Scottish Government in June 2020. In terms of the 2014 Act those arrangements require to be reviewed every 5 years and it is that review which is now being considered and will set out a legally binding agreement with NHS Highland in terms of the delivery of commissioned services.

3.3 Community (Equality, Poverty, Rural and Island) – An impact assessment on the revised Integration Scheme is not considered necessary as revisions relate to process/updated legislation, or to work already underway, and there is no direct impact for service users. However, as consultation is planned on the revised Integration Scheme equality groups will be included in that consultation process and any comments received will be available when the Board/Chief Executive considers the draft revised scheme for final sign off.

3.4 Climate Change/Carbon Clever – There are no climate change implications as a result of this report

3.5 Risk – The agreement contains provisions for managing financial and other risks that may arise from the agreement, including procedural steps for mitigating and managing risk events.

3.6 Gaelic – There are no Gaelic implications as a result of this report.

4. Background

4.1 The Highland Council and NHS Highland entered into a Partnership Agreement in 2012, establishing the principle of, and arrangements for, service integration in relation to both children's and adult health and social care services within a lead agency model, with the NHS Board taking responsibility for adult health and social care services and Highland Council taking responsibility for children's health and social care services.

4.2 In 2014, subsequent legislation [the Public Bodies (Joint Working) (Scotland) Act 2014] resulted in the development of the Integration Scheme, which carried forward these arrangements. The Scheme was first approved by the Scottish Government on 25 June 2015 and contains the agreement between NHS Highland and Highland Council for integration of health and social care services within the Highland Council area. The Partnership Agreement remains in place to offer detailed supplementary guidance.

4.3 The arrangements which were put in place in 2012, and updated in 2015, have remained in place, with the only further formal change to date being revisions to an annex to the Scheme in 2018 to include within the Lead Agency arrangements, local authority functions about carers and young carers [from the Carers (Scotland) Act 2016], and this was approved by the Scottish Government.

4.4 The Integration Scheme is governed by the 2014 legislation and is required to be reviewed to identify if any changes are necessary or desirable. If changes are considered necessary or desirable then a revised scheme must be prepared, consulted upon, and submitted to the Scottish Government for approval before it takes effect.

4.5 Given the Integration Scheme was approved by the Scottish Government on 25 June 2015, a revised scheme was required to be submitted by 25 June 2020 in accordance with the legislation as the operative date is the date 5 years after the approval of the previous scheme by the Scottish Government.

4.6 At the time of the Covid–19 pandemic outbreak, work was underway but given the challenges around dealing with the pandemic the Scottish Government, in March 2020, agreed to an initial review by the original June 2020 deadline and later submission of a revised Integration Scheme by 1 April 2021.

4.7 As required by the legislation, an initial review was undertaken, and it was noted that revisions were needed to the Scheme.

5. Current Position

5.1 Discussions have taken place with NHS Highland and work is now complete on a draft revised successor Integration Scheme which is attached. It is understood that the proposed draft scheme will be considered by NHS Highland at their Board meeting on 31 March 2021.

5.2 The Joint Monitoring Committee also received a report on 8 March 2021, on the plans for seeking agreement in principle from both the Board and Council for a consultation in relation to the draft revised scheme.

5.3 Given extended discussions on the draft revised scheme, particularly around finance, and with consultation still being needed, it is not possible to meet the provisional date provided to the Scottish Government of 1 April 2021 for submission of a final revised scheme. Discussions have taken place with the Scottish Government on the proposed consultation process and they are agreeable to the approach and dates set out in paragraph 5.4 below.

5.4 The revised target dates are set out below in terms of the consultation required which is of course subject to the approval of the draft scheme by both the Council and NHS Highland:

• Consultation on the draft revised scheme. Four weeks is considered the minimum reasonable period for this.
Target dates for this period of consultation is from 02 April 2021 to 30 April 2021.

• Consideration of consultation comments by THC and NHSH.
Target date: 03 to 07 May 2021.

• Consultation responses will thereafter need to be considered by the necessary governance structures within both organisations before approving the final revised scheme.
Target dates for this if required on the basis that the consultation requires material change to the appended scheme are: 24 June Highland Council; 22 June 2021 NHS Board.

• Submission of the final revised Integration Scheme to the Scottish Government for approval.
Target date for this: 30 June 2021

5.5 It is proposed that the Council and the Board delegate power to their respective Chief Executives to consider consultation responses and, where there are no material issues that require referral back to the Board and Council, approval and sign off, of the final revised Scheme. This would enable earlier submission of the revised Scheme to the Scottish Government. However, where there are any material issues arising from consultation then June target dates would remain as above.

5.6 The revised Integration Scheme becomes operative on the date that it is approved by the Scottish Government.

5.7 Discussions have taken place with the Scottish Government on the proposed consultation approach and dates and they are agreeable to these.

5.8 The publication on 3 February 2021 of the Independent Review of Adult Social Care in Scotland (referred to as “The Feeley Report”) is likely to have a significant impact upon the current partnership arrangements. Whilst these implications are being more fully understood and Scottish Government direction on this matter awaited, there remains a legal obligation on both NHS Highland and Highland Council to have in place an appropriate and agreed Integration Scheme. Legal obligations around a revised scheme must therefore be completed.

5.9 Early clarification will be sought from the Scottish Government to understand any required change and further information will be provided to the Board when this is available. However, legislation to effect change is likely to take some time and meantime a scheme, and the arrangements set out within this, would remain in place.

6. Revised Scheme

6.1 The Scheme follows a model set out by the Scottish Government and includes various sections that detail which integration model applies, here the Lead Agency one, the functions covered by the Lead Agency arrangements, and the governance, operational, financial and other arrangements for these.

6.2 The draft revised scheme showing colour coded changes for consultation, is attached at **Appendix 2**. A clean copy version of this draft is attached at **Appendix 1**.

6.3 Key changes to the Scheme are summarised below:

- General – Parts of the Partnership Agreement (2012), which are currently supplementary guidance to the Scheme, and have continuing relevance, have

been inserted into various places within the Scheme and updated as needed, so that all provisions appear within one document, the Scheme.

- General – there are 3 new annexes and 3 new appendices: annex 4 (Governance Organogram); annex 5 (Major Incident Roles Matrix) – information taken from the Partnership Agreement (2012) and updated; annex 6 (Prescribed Consultee List and Consultation Methods) containing some information moved from the main body of the scheme (section 7) and updated; appendix two containing provisions moved from appendix one, that need not appear within the Scheme but has been left for information for the Joint Monitoring Committee; appendix three (Joint Officer Group) role and remit.

- General - the opportunity was taken for some general housekeeping to tidy up the Scheme including: various sections being moved to group related clauses together; unnecessary or superseded clauses, or parts of clauses, deleted; some clauses combined or split; all clauses renumbered; addition of various headings and page numbers to aid navigation throughout the document; addition of a version control page at the end of the document.

- General - Some terminology has been changed throughout the Scheme, for consistency or clarity and various clauses now also cover conjunction functions.

- Section 1 Aims and Outcomes, Definitions – Updated aims and outcomes by removing historical references and adding in reference to children and family outcomes. Deleted all definitions that do not appear within the Scheme, added some new ones, and changed some others.

- Section 2 Governance Arrangements – all provisions relating to the Joint Monitoring Committee have now been moved to Appendices 1 and 2. Addition of new clauses to include further detail of governance structures within NHS Highland and Highland Council, a Joint Officer Group and Joint Project Management Board and Teams to drive forward transformational change as well as more detail around strategic planning. The revised governance arrangements are key in terms of delivering transformation and improved partnership working.

- Section 3 Delegation of Functions – addition of clause to highlight option to amend functions in future reviews.

- Section 4 Local Operational Arrangements – provisions added for managers to take account of strategic priorities, Highland Council and NHS Highland to keep each other apprised of changes, contact opportunities for managers and reporting to the Joint Monitoring Committee. References added to interface arrangements set out in annexes 1 and 2, and Pan-Highland services set out in annex 3 with provision added for periodic review of arrangements. Addition of references to Highland Council Commissioned Health Services Lead Officer, Lead Nurse Child Protection and Child Health Commissioner.

- Section 5 Workforce – updated to reflect that workforce and organisational development has taken place but will be kept under periodic review.

- Section 6 Finance – deleted all references to First Financial year, substantially revised revenue and variance provisions, revised capital provisions including provision for a Joint Property and Asset Management Board. The section in relation to in year variations has also been expanded to include a “risk share” agreement for the first year of the agreement and relating to the Joint Programme Management Office approach to efficiency and transformation savings. In terms of the Joint Programme Management Board the Council has committed dedicated resource to that programme and the expectation is that NHSH will do likewise.

- Section 7 Participation and Engagement – Clauses relating to Community Planning updated to refer to Highland Outcome Improvement Plan and added reference to Integrated Children’s Plan Participation Strategy.

- Section 8 Information Sharing– reference to Highland Data Sharing Partnership and Information Sharing Protocol removed and replaced with reference to a Joint Controller Agreement.

- Section 9 Complaints - updated to reflect changes to legislation and abolition of Social Work Complaints Review Committee. Addition of role for Joint Monitoring Committee.

- Section 11 Insurance Arrangements – amended to cater for self-insurance.

- Section 12 Risk Management – cross referenced role of Chief Social Work Officer and Board Nurse Director and addition to reflect role of Joint Monitoring Committee.

- Section 13 Targets and Performance Management – added reporting to Joint Monitoring Committee, via Partners committees, and provision for joint development and review of targets and frameworks.

- Section 14 Dispute Resolution – includes a new first step as well as provision for mediation. Also includes a new clause highlighting that disputes can be resolved at any point throughout the process.

- Annex 1 – addition of preambles to both parts, Part 1 changes to children’s services support arrangements, Part 2 addition of function from Carers (Scotland) Act 2016 re carers strategy, missed from 2018 review.

- Annex 2 – addition of preamble to both parts, Part 2, deleted references to adult services support arrangements as none continues to be provided.

- Annex 3 – relates to Pan-Highland services, unnecessary wording regarding hosted services removed as well as services that are no longer shared.

- Appendix 1 – relates to the Joint Monitoring Committee and includes an added preamble, information moved from section 2 together with addition of more functions including to reflect provisions within legislation and other parts of the Scheme which will support consistent governance in terms of the partnership. Deputies and membership provisions amended for clarification. Update to chair for The Highland Council – Council Leader replaced with Chair of the Council's Health, Social Care and Wellbeing Committee but otherwise does not provide for any changes to the Council's governance structure.

6.4 In reviewing the Scheme and preparing a draft revised one, areas were noted that require further work. That work will be taken forward in due course. Pending that the Joint Programme Board established to deliver transformation with a focus, in particular, on the delivery of Adult Social Care has commenced work and as such officers are involved in 4 workstreams which have been identified to deliver transformational change and efficiencies. This reflects the joint commitment of both organisations to work in partnership to deliver transformation across service.

Designation: Executive Chief Officer – Health and Social Care

Date: 25 March 2021

Author: Fiona Malcolm, Interim Head of Integration Adult Social Care and Brian Porter Head of Resources

Background Papers:

Proposed Integration Scheme in duplicate as Appendices 1 and 2

Public Bodies (Joint Working) (Scotland)Act 2014

The Highland Partnership
(The Highland Council, NHS Highland)

Integration Scheme

March 2021

Aims and Outcomes of the Integration scheme

The Highland Partnership of NHS Highland and the Highland Council 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.

The aim of integration is to improve the wellbeing of people in Highland, particularly those whose needs are complex and involve support from health and social care at the same time.

The Highland Council and NHS Highland 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.

The Highland Council and NHS Highland have included Children and Families social work services within the Lead Agency arrangements with the aim of ensuring that all children and young people grow up loved, safe and respected so that they realise their full potential.

The Highland Council and NHS Highland through the Lead Agency arrangements therefore also commit to achieving the national outcomes for Children and Families set out by the Scottish Ministers.

Duration of the Integration scheme

This revised Scheme comes into force on such date as it is approved by the Scottish Ministers.

It will be reviewed within 5 years of this date in line with section 44(2) of the Public Bodies (Joint Working) (Scotland) Act 2014.

It may also be reviewed at any time if either the Highland Council or NHS Highland request it, in terms of section 45(2) of the Act, or the Scottish Government requires it, in terms of section 45 (3) of the Act.

INTEGRATION SCHEME

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:-

1 Definitions And Interpretation

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

"Accommodation" means:-

(a) in relation to Integrated Adult Services, the Transferring Accommodation related to Adult Services Delegated Functions;

(b) in relation to Integrated Children's Services, the Transferring Accommodation related to Children's Services Delegated Functions;

"**Adults**" means individuals aged 16 or over, subject to any agreement reached between the Partners in terms of transitional arrangements for service users transitioning between Integrated Children's Services and Integrated Adults Services;

"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;

"Arrangements" means the Lead Agency arrangements established by this Integration Scheme;

"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, subject to any agreement reached between the Partners in terms of transitional arrangements for service users transitioning between Integrated Children's Services and Integrated Adults Services;

"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 Support Arrangements" means the arrangements, relating to the provision of ongoing support by NHSH to HC in the exercise of Children's Services Delegated Functions, specified in Annex1, Part 1 and that will be provided until no later than 1 October 2021.

"Commencement Date" means the date on which functions are delegated.

“**Conjunction Functions”** means those functions (and related budgets) that are specified in 3.1 and 3.2, respectively, and that are to be carried out in conjunction with the delegated functions.

“Contracts" means:-

(a) in relation to Integrated Adult Services, 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;

(b) in relation to Integrated Children’s Services, 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;

“Databases" means:-

(a) in relation to Integrated Adult Services, 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;

(b) in relation to Integrated Children’s Services, 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;

“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 resources held by NHSH from time to time to the extent that they represent Financial Contributions by HC to support the delivery of Delegated Functions;

(b) in relation to Integrated Children’s Services, the resources held by HC from time to time to the extent that they represent Financial Contributions by NHSH to support the delivery of Delegated Functions;

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

"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 to NHSH in respect of that Financial Year to support revenue expenditure relating to the exercise of Delegated Functions;

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

"Integrated Adult Services" means 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 Budget" means,:-

(a) in relation to Integrated Adult Services, the Delegated Revenue Resource and budget held by NHSH in respect of Conjunction Functions;

(b) in relation to Integrated Children's Services, the Delegated Revenue Resource Delegated Revenue Resource and budget held by HC in respect of Conjunction Functions.

"Integrated Children's Services" means 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;

"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 to HC in respect of that Financial Year to support revenue expenditure relating to the exercise of Delegated Functions;

"Operating Area" means the area falling from time to time within the boundaries of HC for local government purposes;

"Outcomes" means the Health and Wellbeing Outcomes prescribed by the Scottish Ministers in Regulations under section 5(1) of the Act and national outcomes for children and families set by the Scottish Ministers;

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

"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;

"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.

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

"Transferring Authority" means:

(a) in respect of the Adult Services Delegated Functions, HC;

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

"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);

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

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

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

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

1.6 In implementation of their obligations under the Act, the Parties hereby agree as follows:
In accordance with section 2(3) 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.

2 Local Governance Arrangements

2.1 In line with section 15(3) of the Act, The Highland Council and NHS Highland have established an Integration Joint Monitoring Committee (known as "The Highland Partnership Joint Monitoring Committee"), which will have single oversight of all delegated functions as well as the functions that are managed in conjunction with the functions that have been delegated.

2.2 The role, function and membership of the Joint Monitoring Committee are outlined in line with the Act and associated regulations, in Appendix One. The regulation of the Joint Monitoring Committee's procedure, business, and meetings and that of any sub-committee/group will follow the Public Bodies (Joint Working) (Integration Joint Monitoring Committees) (Scotland) Order 2014, and any order amending this. Standing Orders will be agreed by the Committee and may be amended from time to time by the Committee. The Standing Orders will be set out in a separate document and cover, amongst other things, the matters set out in Appendix Two.

2.3 In terms of section 29(1) of the Act, each Partner is responsible for the planning, via the Strategic Plan, of the integrated and conjunction services for which it is the Lead Agency and as required by section 30(3) of the Act, in preparing Strategic Plans each Lead Agency will have regard to their effect on the Strategic Plans of other Integration Authorities. In effect this means that NHS Highland must lead on producing an Integrated Adult Services Strategic Plan and The Highland Council must lead on producing an Integrated Children's Services Strategic Plan with both plans taking account of the other and together being overseen by the Joint Monitoring Committee.

2.4 The Highland Council and NHS Highland have each established a Strategic Planning Group to develop and propose strategic plans for children and adults respectively, and to ensure that a strategic commissioning approach is taken forward with all stakeholders at operational levels.

2.5 Within NHS Highland, governance of Integrated Adult Services and assurance of service delivery is provided at the NHS Highland Health & Social Care Committee through arrangements put in place and overseen by the NHS Highland Board.

2.6 Within The Highland Council, governance of Integrated Children's Services and assurance of service delivery is provided at The Highland Council's Health, Social Care and Wellbeing Committee through arrangements put in place and overseen by The Highland Council.

2.7 A Joint Officer Group has been established to consider and agree strategy for presentation to the Partners' Committees, to ensure that reports are referenced and within terms of the strategic plan, and to support and service regular, planned meetings involving the Partners' Chief Executives, senior members of the Council Administration and Health Board non-Executives, which will also act as a preliminary meeting prior to matters being formally considered at the IJMC. The membership and remit of the Joint Officer Group is set out in Appendix Three.

2.8 A Joint Project Management Board has been established to embed a programme management approach to the adoption and delivery of workstreams to ensure efficient service delivery for service users and achievement of the best possible outcomes for communities. A Project Team will be tasked with the delivery of proposed workstreams. The Project Board will oversee these workstreams and report on them to the Partners and the Joint Monitoring Committee.

2.9 A governance organogram is set out in Annex 4.

3 DELEGATION OF FUNCTIONS

3.1 The functions that are delegated by NHSH to 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 2.

3.3 Annexes 1-3 set out the descriptions of the integrated services for Children, Young People and Adults.

3.4 When undertaking formal reviews of this Scheme, the Partners will consider the need for adding/removing, in line with applicable regulations, any Delegated Functions and/or Conjunction Functions.

4 LOCAL OPERATIONAL ARRANGEMENTS

4.1 General

4.1.1 Each Partner has mechanisms/structures in place for planning, management and delivery of these services in furtherance of this plan.

4.1.2 Each Partner undertakes to:

4.1.2.1 ensure the delivery of high-quality services that contribute to national and local outcomes/KPI's, relfect strategies and comply with guidance;

4.1.2.2 ensure that the principles of best value are met in relation to all aspects of service delivery;

4.1.2.3 ensure that quality assurance mechanisms are applied and enforced in relation to all services;

4.1.2.4 be open in providing information about performance and financial position;

4.1.2.5 provide the other with early intimation and notice about relevant problems;

4.1.2.6 maintain all necessary registrations, authorisations and licenses that may be required from time to time and comply with their terms;

4.1.2.7 comply with all relevant laws and professional standards as apply from time to time; and

4.1.2.8 maintain Chief Executive Officer posts (or such posts as may be notified to the other from time to time) with responsibility for ensuring that the Lead Agency arrangements are delivered.

4.1.3 All managers will take account of strategic priorities, as set out within Strategic Plans, when developing and taking forward local plans.

4.1.4 NHS managers will have opportunities for direct and regular contact with members about local matters in the Districts/Wards, including at local community planning partnerships and where appropriate at ward or area level meetings. Likewise, Council mangers will have opportunities where appropriate, for direct and regular contact with NHS Board members, including at local community planning partnerships.

4.1.5 Each Partner will keep the other apprised of management and organisational changes at strategic, area and district levels.

4.1.6 Interface arrangements for services are set out within Annexes 1 and 2, Part 2.

4.1.7 Certain services, set out within Annex 3, are provided pan Highland to both children and adults. This may be 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 but these arrangements will be reviewed periodically to assess if they continue to be appropriate.

4.1.8 In terms of section 15(3) of the Act, the Joint Monitoring Committee will monitor the carrying out of integrated and conjoined services by each Partner, and the Partners will report to the Joint Monitoring Committee to enable it to do so.

4.2 Clinical and Care Governance

4.2.1 There are a range of policies and procedures in place in NHS Highland and The Highland Council which will support patients, clients and staff in delegated and conjunction functions.

4.2.2 In NHS Highland these include –

Clinical standards and guidelines

Professional codes of conduct

Health and Safety Policy and procedures

The Highland Programme Approach and Programme Management Office

4.2.3 In The Highland Council these include -

Scottish Social Services Code of Conduct

Health and Safety Policy and procedures

4.2.4 As part of the Governance requirements of both organisations in the Highland Integration model, these policies and procedures apply to all delegated and conjunction functions in the Lead Agency to ensure sustainability of safe and high quality services.

4.2.5 The Lead Agency arrangements include roles for HC's Chief Social Work Officer and NHSH's Board Nurse Director, and the supporting infrastructure, across both organisations to ensure that there are effective governance systems in place to ensure safe and effective practice, the provision of high quality care and to meet national and local targets and strategies. This involves the reporting routes for both Chief Officers into each organisation, including the provision of advice to staff and senior officers, and reporting to governance committees.

4.2.6 There are dedicated posts in the organisational structure of NHS Highland to provide professional leadership and support to social care staff, and likewise for nursing and allied health professionals within The Highland Council, supported by local professional forums for these groups of staff, and reporting to the Chief Officers e.g. Adult Social Care Practice Forum, Nursing, Midwifery and Allied Health Professional Advisory Committee.

4.2.7 Social care and health professionals in either organisation will raise issues and concerns, and also highlight good practice, via their professional leadership structures, and where necessary, directly with the Chief Social Work Officer and Board Nurse Director. There will continue to be ongoing liaison and dialogue to sustain these processes, and highlight best practice.

4.2.8 Clinical and Care Governance by the local authority and health board is discharged through appropriate professional membership of various professional and improvement groups. These structures and processes ensure the professional contribution to self- evaluation, audit and quality assurance, and the improvement plans that inform Highland's strategic planning.

4.2.9 **Social Care:** The CSWO has responsibility for the scrutiny of Delegated Functions and will be in the first or second tier of management within the integrated children's service in The Highland Council.

4.2.9.1 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 to provide appropriate expert social work advice and guidance to inform decision making. The CSWO is enabled to influence corporate issues, such as managing risk, and budget priorities in both organisations.

4.2.9.2 NHS Highland has, and will continue to have, a Director of Adult Social Care, 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.

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

4.2.9.4 **Other Means and Forums to ensure Effective Professional Social Work Leadership**

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

4.2.9.4.2 The Chief Social Work Officer will continue to have responsibility for authorising the registration of all social work and social care staff with the Scottish Social Services Council.

4.2.9.4.3 Where Social Care staff in NHS Highland have a concern about matters of care governance they have immediate recourse through the Operational Leadership structure to the Director of Adult Social Care and the Chief Social Work Officer.

4.2.10 **Nursing, Midwifery and Allied Health Professionals: Accountability and Reporting Arrangements**

4.2.10.1 The NMAHP Leadership Framework draws on:

- the Joint Declaration on NMAHP Leadership from Scotland's Chief Nursing Officer,
- standards and guidance of the Nursing and Midwifery Regularity Council (**"NMC"**))
- AHP Regulatory Body (Health and Care Professions Council (**"HCPC"**)

- A framework for reform: devolved decision-making. – Moving towards single-system working (NHS HDL (2003)11)
- guidance on Appointment of Nurse Directors (2002)
- the Board Nurse Director's current Job Description outlining responsibility for NMAHP's.

4.2.10.2 The principles, Professional Leadership framework and structure are embedded in the governance and management structures that are developed for both integrated services in Highland (NHSH and the Highland Council). This ensures that NHSH, the Highland Council, managers, NMAHP leaders, NMAHP staff and those they delegate care to ensure safe, effective and person-centred care within the Professional Assurance Framework. The Partners will ensure that the principles, framework, and structure are also embedded when commissioning of independent sector services.

4.2.10.3 There is, and will continue to be, a Board Nurse Director who has responsibility for the scrutiny of Delegated Functions and 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.

4.2.10.4 The Board Nurse Director ensures, and will continue to ensure, that an NHS Highland Lead Nurse, an NHS Highland Lead AHP and The Highland Council Commissioned Health Services Lead Officer overseeing all health services, 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 Board Nurse Director to deploy their role.

4.2.10.5 The Board 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 to provide appropriate expert NMAHP advice and guidance to inform decision making. The Board 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.

4.2.10.6 The Board Nurse Director will determine formal deputising arrangements to cover any period of her/his absence.

4.2.10.7 **Other Means and Forums to ensure Effective Professional NMAHP Leadership**

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

- are appointed to the NHSH NMAHP Advisory Committee;
- are appointed to the NHSH NMAHP Leadership Committee;
- contribute to setting and auditing of relevant professional standards and policies;
- retain appropriate links with Clinical Governance Structures.

4.2.10.8 The Board Nurse Director in Highland will remain an employee of NHS Highland (NHSH), which will retain appointment and removal powers of the Board Nurse Director.

4.2.10.9 Where Health Care staff in The Highland Council have a concern about matters of clinical governance they have immediate recourse to the NHS Highland Principal Officer for Nursing, NHS Highland Principal Officer for AHPs and The Highland Council Commissioned Health Services Lead Officer and through the Professional Leadership structure, to the Director of Nursing.

4.2.10.10 The Board Nurse Director will hold professional accountability for all Nursing, Midwifery and AHP Staff within The Highland Council and providing services under the Lead Agency arrangements. The Board Nurse Director will be accountable for the standard and quality of all NMAHP services and will provide strategic leadership for the overall development of NMAHP practice and associated workforce planning . The PON and POAHPs, or any equivalent posts, will be appointed to and continue to have membership of the NHS Highland Nursing, Midwifery and AHP Professional Advisory Committee.

4.2.10.11 The Chief Social Work Officer will hold professional accountability for all Social Care staff within NHS Highland and providing services under the Lead Agency arrangements. This responsibility will be discharged through the Director of Adult Social Care in NHS Highland.

4.2.11 **Child Protection**

4.2.11.1 A professional leadership and support framework for delivering the health child protection function through Integrated Children's Services will be in place to the satisfaction of the Lead Doctor for child protection and the Board Nurse Director.

4.2.11.2 In addition, the Lead Doctor for child protection provides professional support, advice and directs statutory requirements regarding practice pertaining to health child protection together with the Lead Nurse Child Protection (Health).

4.2.12 **Public Health: Accountability and Reporting Arrangements**

4.2.12.1 The Public Health Leadership Framework draws on:

- the United Kingdom Public Health Register (UKPHR) standards and competencies for public health registration,
- the Professional Standards for Health Promotion (Royal Society for Public Health),
- the Director of Public Health's current Job Description.

4.2.12.2 The principles, Leadership Framework and structure are embedded in the governance and management structures that are developed for both integrated services in Highland (NHSH and the Highland Council). This ensures that NHSH, the Highland Council. managers, and public health specialists fulfill responsibilities set out in the Public Health Professional Assurance Framework. The Partners will ensure that the principles, framework, and structure are also embedded when commissioning of independent sector services.

4.2.12.3 The Director of Public Health ensures that both the Highland Council and NHS Highland discharge the public health function to meet the standards and competencies for Public Health and Health Promotion and contributes to the development of public health practice.

4.2.12.4 The Director of Public Health provides specialist public health staff with support and additional expertise to enable them to fulfil their professional accountabilities and service responsibilities.

4.2.12.5 The Director of Public Health 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 to provide appropriate expert public health advice and guidance to inform decision making. The Director of Public Health must be enabled to influence corporate issues, such as performance management, managing risk, and budget priorities in both organisations. This will include involvement in the main strategic committees of the two lead agencies. For children and young peoples' services, appropriate expert public health advice and guidance will be provided through the NHSH Child Health Commissioner and also involves supporting the development of shared journeys of health care between the Partners.

4.2.12.6 The Director of Public Health will remain an employee of NHS Highland (NHSH), which will retain appointment and removal powers.

4.2.12.7 The Director of Public Health will be accountable for the standard and quality of the specialist public health/health improvement function and will provide strategic leadership for the overall development of public health/health improvement practice and associated workforce planning.

4.2.12.8 The Director of Public Health with report annually to the Chief Executives of both Lead Agencies to comment on the health of the local population and on how health and services could be improved.

4.2.12.9 The Public Health Director will determine formal deputising arrangements to cover any period of her/his absence.

4.2.12.10 The Director of Public Health is responsible for ensuring further means and forums for ensuring effective specialist public health within both Lead Agencies.This will include ensuring that public health specialists and practitioners employed by NHSH and The Highland Council:-

- retain professional links with public health/health improvement specialist teams;
- retain links to various public health networks and peer networks;
- contribute to setting and auditing of relevant professional standards and policies;
- retain appropriate links with professional Governance Structures;
- develop knowledge, skills and practice in line with UKPHR standards and competencies for Public Health registration, the Professional Standards for Health Promotion (Royal Society for Public Health), and the UKPHR practitioner standards for health improvement and health promotion.

4.3 Civil emergencies and Emergency Planning

4.3.1 Care for People

4.3.1.1 The Partners are committed to:

- Developing implementation plans based on Preparing Scotland – Care for people affected by emergencies (Scottish Government 2009).

- Collaborating effectively with other each other, in deploying staff and resources, in response to major incidents.

- Re-deployment of staff across both Partners at times of emergency or as contingencies will be subject to agreement between the Partners and based on appropriate risk assessments (carried out in close liaison between the Partners) by the respective Partners.

4.3.1.2 Lead responsibilities are set out in Annex 5.

4.3.1.3 HC's Health & Social Care ECO will chair the Care for People Group, and have oversight of responsibilities.

4.3.2 Public Health Nursing (PHN) Workforce

4.3.2.1 Although the PHN workforce activity is mainly centered around children and families, they contribute, when short term, intensive or geopgraphical spread activity is required, to:

- mass immmunisation and helpline support during epidemics, pandemics as well as using every-day contacts to inform and advice members of the public, colleagues in other agencies etc;

- Contact tracing following positive diagnosis of notifiable diseases;

- Visiting new entrants to the UK;

- Supporting public health investigations.

4.3.2.2 In most areas service contingency plans include PHNs contributing to service continuity by drawing on their generic nursing skills when required e.g.: Providing hospital and community services during extreme weather conditions; and Providing support during major incidents.

4.3.2.3 In relation to public protection and service continuity, NHSH relies on its ability to draw on this PHN workforce rapidly, when and where required. The demand in most cases, is usually difficult to predict and difficult to quantify. In light of all this, HC undertakes to ensure that NHSH continues to have immediate and direct access to the PHN workforce to ensure it can respond to public health and service continuity demands.

4.3.3 There may be occasions when additional costs will be incurred in providing appropriate care to people affected by emergencies. These costs will usually be associated with the use of premises as an Emergency Support Centre; the provision of supplies/equipment to meet immediate welfare needs; providing refreshments; providing subsequent temporary accommodation, e.g. in guest houses, bed & breakfast establishments and hotels. This list is not exhaustive but such costs will fall to be met by as provided for in section 6. Every effort should be made to minimize such expenditure, and an accurate record of all costs must be maintained by the incurring Partner as appropriate. Where expenditure is, or is likely to be significant, then each Partner will advise the other of this at the earliest opportunity, invoices will be raised within 6 months of the expenditure being incurred and payment will be made expeditiously.

4.4 Training/ Support for Continuing Professional Development

4.4.1 To ensure maintenance of quality standards and registration there will be an ongoing need for training/support for skills maintenance and continuing professional development for staff providing delegated services under the Lead Agency arrangements. In furtherance of this, each Partner's staff has, and will continue to have, access to all training/continuing professional development of the other Partner, as appropriate to role and needs identified through development planning processes.

5. WORKFORCE

5.1 The Highland Council and NHS Highland started the development of integrated services for children, young people and adults across the Highland Council area in 2010, with Integration progressing in April 2012 in line with Lead Agency arrangements, as detailed within a Partnership Agreement. Workforce and organisational change and development flowed from that. This Integration Scheme builds upon that work. Staff that transferred between the Partners are now embedded within the Lead Agency that employs them and are generally covered by the Lead Agencies policies and procedures for development and support, which, along with organisational development, will be kept under periodic review by each Lead Agency.

6 FINANCE

Specific clause 6.26.5 within this agreement is time limited, and applying to financial year 2021/22 only. The intent is that this clause is reviewed during the course of 2021/22, and agreement is reached on arrangements to apply thereafter. In the event that agreement is not reached, for whatever reason, in the context of this over-arching integration agreement, this clause would cease to apply.

Revenue

6.1 Highland Council and NHS Highland will each make a Financial Contribution (quantum) to the other in respect of each financial year, to support revenue expenditure in relation to Delegated Functions. They will also make a budget available in respect of each financial year, to support revenue expenditure in relation to Conjunction Functions.

6.2 The budget for Conjunction Functions for each Financial Year shall be determined in accordance with the normal budget setting process of each Partner.

6.3 The amount of the Financial Contribution in respect of the Delegated Functions for each Financial Year shall be determined by the delegating Partner following negotiation with the other Partner and based on recommendations made by the Adult Services Resources and Commissioning Group (or successor Group) or Chief Executive Officer and the Children's Services Resources and Commissioning Group (or successor Group) or Chief Executive Officer. In this connection by an agreed date each year, each Partner shall report to the appropriate group to highlight the financial forecast and provide detail in relation to pay increases, inflationary costs and any demand led cost pressures and other adjustments as provided for in clause 6.9.2. Once determined, and before the commencement of the relevant financial year, the other Partner will be formally advised by letter of the amount of Financial Contribution for the forthcoming Financial Year.

6.4 In progressing negotiations, the following principles will apply:

6.4.1 Each of the Partners will act in good faith and in a reasonable manner;

6.4.2 the Partners will display flexibility and pragmatism;

6.4.3 the Partners will be open and transparent with information about performance and financial status i.e. open book accounting;

6.4.4 the Partners will accept the integrity of information provided;

6.4.5 the Partners will co-operate fully with the other;

6.4.6 the Partners will provide early information and notice about relevant problems and initiate early dialogue;

6.4.7 the Partners will follow set out processes without delay and within agreed timeframes;

6.4.8 the Partners recognise the benefits of longer-term and multi-year financial planning and the external constraints that may apply in terms of the timing and duration of Scottish Government financial settlements, and accordingly as far as practicable the Partners will endeavour to take a multi-year approach to financial planning, beyond the specific annual requirements as set out in this Scheme.

6.5 The Partners' respective Directors of Finance (or equivalent posts) will meet by 1 September each year:-

6.5.1 to consult on their proposed timetables for forward financial planning and budget setting; and

6.5.2 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.

6.6 Partners will use best endeavours to provide to the Director of Finance (or equivalent post) 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.

6.7 So far as possible, the Partners' respective Directors of Finance (or equivalent posts) will ensure a consistency of approach and application of processes in considering Financial Contributions alongside that Partner's other budget proposals.

6.8 The negotiations associated with determining the amount of the Financial Contribution for a given Financial Year will begin no later than 1 October prior to the commencement of a financial year and be completed by no later than 31 January prior to commencement of the financial year.

6.9 The amount of the Financial Contribution for each Financial Year shall be calculated as follows: -

6.9.1 The starting position the Financial Contribution made in the immediately preceding Financial Year, excluding any adjustment made in that preceding financial year relating to risk sharing as per the provisions in clause 6.26.5 which are time limited and relate to financial year 2021/22 only, and excluding any amounts in the preceding financial year which are one-off and non-recurrent items.

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6.9.2 This will then be adjusted to take account of: -

6.9.2.1 projected activity changes, e.g. arising from client numbers, demographic pressures, increased prevalence of long-term conditions, clients transitioning between services, planned changes;

6.9.2.2 benchmark data (e.g. age-specific weighted spend per capita) and other information and analysis as may be provided by the Director of Finance (or equivalent post) of the Partner which is responsible for those Integrated Services including performance data produced in relation to agreed performance indicators as benchmarked against other partnerships;

6.9.2.3 revenue consequences of capital expenditure;

6.9.2.4 projected increases in costs arising from pay awards, contractual uplifts, and price increases/inflation;

6.9.2.5 improvements in service quality and outcomes and other KPIs produced for the Scottish Government and any other local indicators that may be agreed by the Joint Monitoring Committee;

6.9.2.6 legislative change which impacts on the cost of delivery of Delegated Functions;

6.9.2.7 Local Government and NHS Financial settlements;

6.9.2.8 additional one-off funding provided or to be provided to a Party or Parties by the Scottish Government, or some other body, for expenditure in respect of Delegated Functions;

6.9.2.9 any changes via this Scheme to Delegated Functions;

6.9.2.10 any other significant changes which may impact on the delivery of Delegated Functions;

6.9.2.11 aims within Strategic and Local Plans;

6.9.2.12 the previous Financial Year's budgetary performance;

6.9.2.13 equity of resource allocation;

6.9.2.14 efficiency/savings/transformational targets or any increased income opportunities.

6.9.3 Adjustments will be evidence based with full transparency and in the case of efficiency/savings/transformational targets will be accompanied by a clear assessment of their potential impact on outcomes and strategic objectives, and associated risks. Targets and assessments will be open to challenge by the Partners.

6.10 In the event that agreement cannot be reached between the Partners prior to 1 February preceding the commencement of the relevant Financial Year, the Partners will, within 7 days, refer the matter or matters in dispute for resolution, together with a supporting report and information, to their respective Chief Executives, who will, within 7 days of receipt of this, hold a meeting. Should any matter or matters remain unresolved after this meeting or any subsequent follow on meetings, then this will be reported to HC, NHSH and the Joint Monitoring Committee, and the Partners will refer the matter or matters still in dispute for mediation and, as needed, onward as provided for under the dispute resolution process set out in section 14.

6.11 If the amount of a Partner's Financial Contribution in respect of a given Financial Year has not been determined by the commencement of the relevant Financial Year, the Financial Contribution by that Partner in respect of that Financial Year will be payable from the start of the relevant Financial Year at a provisional level equivalent to that which was payable in respect of the immediately preceding Financial Year excluding any adjustment made in that preceding financial year relating to risk sharing as per the provisions in clause 6.26.5 which are time limited and relate to financial year 2021/22 only, and excluding any amounts in the preceding financial year which are one-off and non-recurrent items; as and when the amount of the Financial Contribution has been determined, 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.

VAT

6.12 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.

6.13 The Partners agree to adopt "Partnership Structure (b)" in relation to the Integrated Adult Services as described in the VAT Guidance through which NHSH 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.

6.14 NHSH 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. NHSH will ensure that the invoice is in a format which satisfies the requirements of HM Revenue and Customs with respect to reclaiming VAT.

6.15 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 NHSH.

Grants

6.16 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 or Conjunction Functions from time to time; where possible, each Partner will give to the other access to the bidding process for more general grants for Delegated Functions otherwise only made available to that Partner.

6.17 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 or Conjunction 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.

6.18 Where either Partner is awarded a grant of a more general nature (i.e. which does not specifically relate to Delegated Functions or Conjunction 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.

6.19 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.

In year variations - General

6.20 The Director of Finance (or equivalent post) 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 or budgets for Conjunction Functions in respect of the current or immediately succeeding Financial Year.

6.21 The Director of Finance (or equivalent post) shall advise their counterpart promptly and in writing of any matter which will, or is likely to, affect significantly the Financial Contribution or budgets in respect of Conjunction Functions in the current Financial Year or the period covered by the Performance Management 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.

6.22 This requirement is ongoing and additional to the following arrangements.

In year variations - Overspends

6.23 The Lead Agency is expected to deliver outcomes within the total Integrated Budget. Where a forecast overspend (or a shortfall in income) in relation to a Financial Year is projected in respect of an element of the budget for Integrated Adult Services or Integrated Children's Services, then in the first instance it is expected that the Lead Agency will identify the cause of the overspend and agree immediate and appropriate corrective action, which may include virement from another arm of the Integrated Budget in line with the relevant Financial Regulations.

6.24 If corrective action by the Lead Agency does not resolve the overspending issue within 4 weeks, then the relevant Chief Executive Officer and both Partners Directors of Finance (or equivalent posts) must, within 4 weeks thereafter, agree an action plan to balance the overspending budget; the action plan may:

6.24.1 amend outcomes and activity within the Financial Year to bring the projected spend in line with the budget; and/or
6.24.2 make provision for one or both Partners to make additional one-off payments and recover these from their baseline payment in the next Financial Year; and/or
6.24.3 identify other source(s) of additional funding for the Financial Year;

6.25 If an action plan cannot be agreed within 4 weeks, both Partners Directors of Finance (or equivalent posts) will, within 7 days, refer the matter or matters in dispute for resolution, together with a supporting report and information, to their respective Chief Executives, who will, within 7 days of receipt of this, hold a meeting. Should any matter or matters remain unresolved after this meeting or any subsequent follow on meetings, then this will be reported to HC, NHSH and the Joint Monitoring Committee, and the Partners will refer the matter or matters still in dispute for mediation and, as needed, onward as provided for under the dispute resolution process set out in section 14.

6.26 Where an action plan is unsuccessful and an overspend is evident at the end of a Financial Year, then the following arrangements will apply to address the overspend:-

6.26.1 use of any under spend on another arm of the Integrated Budget;

6.26.2 where an overspend remains, then:

6.26.2.1 in respect of Integrated Children's Services, use of any uncommitted earmarked reserves held by Highland Council for these servicest;

6.26.2.2 in respect of Integrated Adult Services, use of any uncommitted earmarked reserves that Highland Council may have agreed to hold on behalf of NHS Highland for these services;

6.26.3 where an overspend remains, then revising Strategic Plans to enable the overspend to be recovered in subsequent years;

6.26.4 where it is not possible to revise Strategic Plans then the arrangements for addressing the remaining overspend will be discussed and agreed between the Partners;

6.26.5 for the Financial Year 2021/22 only, where any efficiency/savings/transformational targets have been challenged but nevertheless applied in relation to any specific arm(s) of the Integrated Budget for either Integrated Adult Services or Integrated Children's Services, and despite the best efforts of the relevant Lead Agency to achieve them, an overspend results at year end that otherwise would not have applied but for those targets, then the overspend, or relevant part thereof, will be shared between the Partners on a 50/50 basis. Other than for the Financial Year 2021/22, this clause will cease to apply unless any specific agreement has been reached to continue or to replace it.

In year variations – Underspends

6.27 The Lead Agency is expected to deliver outcomes using the total Integrated Budget. Where a forecast under-spend is projected in respect of a Financial Year in relation to an element of the budget for Integrated Adult Services or Integrated Children's Services, then in the first instance it is expected that the Lead Agency will identify the cause of the underspend and where outcomes are not being achieved, and where this is not expected and due to any external prevailing circumstances beyond the control of the Lead Agency, agree immediate and appropriate corrective to ensure that outcomes are achieved.

6.28 If corrective action by the Lead Agency does not resolve the underspending issue within 4 weeks and outcomes are not being achieved, and where this is not expected and due to any external prevailing circumstances beyond the control of the Lead Agency, then the relevant Chief Executive Officer and both Partners Directors of Finance (or equivalent posts) must, within 4 weeks thereafter, agree an action plan for the relevant Integrated Services; the action plan may:

6.25.1 amend outcomes and activities within the Financial Year to bring the projected spend in line with the budget; and/or

6.25.2 specify how the additional resource will be treated in the Financial Year;

6.29 If an action plan cannot be agreed within 4 weeks, both Partners Directors of Finance (or equivalent posts) will, within 7 days, refer the matter or matters in dispute for resolution, together with a supporting report and information, to their respective Chief Executives, who will, within 7 days of receipt of this, hold a meeting. Should any matter or matters remain unresolved after this meeting or any subsequent follow on meetings, then this will be reported to HC, NHSH and the Joint Monitoring Committee, and the Partners will refer the matter or matters still in dispute for mediation and, as needed, onward as provided for under the dispute resolution process set out in section 14.

6.30 Where an action plan is unsuccessful and an underspend is evident at the end of a Financial Year, then the following arrangements will apply: -

6.30.1 the underspend will be applied to offset any overspend on another arm of the relevant Integrated Budget;

6.30.2 where an underspend remains and this was planned to help fund capacity in subsequent years of Strategic Plans, or arose due to any external prevailing circumstances beyond the control of the Lead Agency then this may be carried forward:

6.30.2.1 in respect of Integrated Children's Services by way of earmarked reserves held by Highland Council for these services, and

6.30.2.2 in respect of Integrated Adult Services, and subject to discussions with and agreement of Highland Council, by way of earmarked reserves held by Highland Council on behalf of NHS Highland for these services.

6.30.3 where an underspend remains that is not being carried forward in terms of clause 6.30.2. then the arrangements for addressing this will be discussed and agreed between the Partners.

Capital Assets and Expenditure

6.31 In order to facilitate the delivery by NHSH of Integrated Adult Services and the delivery by HC of Integrated Children's Services, HC and the Scottish Ministers have entered into a number of Shared Occupancy Agreements and HC and the Scottish Ministers have procured any necessary landlord consents for these Agreements.

6.32 Where Licences to Occupy have been granted by HC to the Scottish Ministers in order to facilitate the delivery by NHSH of Integrated Adult Services:

6.32.1 the properties will continue to be occupied 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.

6.32.2 The amount of maintenance budget to be transferred annually has been calculated on the basis of the average five year spend profile for the properties involved. The annual amount will be adjusted at the time that any properties are removed from or added to the property arrangement.

6.32.3 NHSH 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.

6.33 The Partners acknowledge the need to review the property arrangements referred to in clause 6.31 and 6.32 and to develop a long-term model for property ownership and management to support delivery of integrated services. To this end the Partners agree to establish a Joint Property and Asset Management Board to:

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6.33.1 Review all property arrangements and to make recommendations to the Partners on such long-term arrangements. Recommendations will include fully worked up action plans and include proposed procedures for the sale/lease/sub-lease of property, the destination of capital receipts, the possible insertion of economic burdens in titles to be transferred, and any restriction on sale or hand back (should property cease to be used for Delegated Functions) by the Receiving Authority and related matters.

6.33.2 Review all insurance policies and arrangements, including the process for payment of premiums, process for ensuring compliance with insurance provisions, process for each Partner advising the other of changes or claims, and make appropriate recommendations to the Partners.

6.33.3 Ensure that the interest of NHSH is noted on any commercially tenanted policies of insurance maintained by HC re Adult Services DF Accommodation, with a waiver of subrogation rights against NHSH under those policies.

6.33.4 Review property related indemnity arrangements and make appropriate recommendations to the Partners.

6.33.5 Consider and recommend to the Partners a procedure for considering the calculation of annual maintenance budgets.

6.33.6 Consider and recommend to the Partners a procedure for considering the property implications of any additions to/removals from Delegated Functions that may be proposed in any future reviews of this Scheme.

6.33.7 Manage issues that may arise from time to time regarding occupation of property, including maintenance thereof, and use of telephony, and ICT infrastructure within the premises.

6.33.8 Consider any outstanding issues relating to arrangements for IPR, databases, ICT Infrastructure, Special Equipment, and other equipment, vehicles, furniture etc., that has not been agreed by the Partners by the end of March 2022, as provided for in clause 6.34.

6.33.9 Consider and recommend to the Partners arrangements for any property to be used to support delivery of Integrated Services and not subject to either a Shared Occupancy Agreement or Licence to Occupy.

6.34 The Partners shall, by the end of March 2022, discuss and agree revised arrangements in relation to IPR, databases, Special Equipment, and any other equipment, vehicles, furniture etc, that may have been made available to support integrated services, in parallel with 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.

6.35 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.

6.36 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

6.37 All capital expenditure (whether for replacement or capitalised maintenance) on assets used in connection with the exercise of Delegated or Conjunction Functions will, in the case of Delegated Functions, be funded by the Partner which delegated the relevant Delegated Functions and in the case of Conjunction Functions, be funded by the Partner whose functions they are.

6.38 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.

6.39 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.

6.40 The Partners shall consider whether any capital expenditure shall be required for Delegated Functions in line with the strategies referred to in the Performance Management 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: -

6.40.1 the capital requirement;

6.40.2 which of the Partners is to incur the Capital Expenditure;

6.40.3 any transfers of funding to be made between the Partners

6.40.4 ownership of any newly acquired asset and any arrangements for use by the Partners or third parties, including any limitations as to use; and

6.40.5 the revenue consequences which are incurred directly as a result of capital expenditure.

6.41 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.

6.42 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.

6.43 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.

6.44 Where any action is proposed by one Partner that might reduce the value of assets made available under the Arrangements to the other Partner, the Partners' respective Directors of Finance (or equivalent posts) 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.

Contracts

6.45 Each Lead Agency shall ensure that all contracts which it enters into in connection with the exercise of any Delegated Functions 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 Delegation Function.

Governance

6.46 Each Lead Agency will provide the systems necessary for financial governance of the Integrated Budget.

6.47 NHSH will be accountable to HC for the Delegated Revenue Resources for Adult Integrated Services and the NHSH financial governance systems will apply to the Delegated Revenue Resources; in the case of the Delegated Revenue Resources for Integrated Children's Services, HC will be accountable to NHSH and HC's financial governance systems will apply to the Delegated Revenue Resources.

6.48 The Integrated Budget in respect of Integrated Adult Services and Integrated Children's Services may be expended as necessary to undertake the relevant Delegated and Conjunction Functions and to deliver the outcomes for Integrated Adult Services and Integrated Children's Services.

Management and Reporting - General

6.49 In respect of each Financial Year, the Directors of Finance (or equivalent posts) of each Lead Agency will provide the other with a full set of their organisation's audited accounts and separately produce an income and expenditure statement for the Arrangements; this statement will show the Financial Contribution received from the other Partner, expenditure made, any resulting over/under-spend and a brief report identifying the causes of any over/under-spend.

6.50 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.

6.51 If during the accounts closure process any material issue arises in respect of the Arrangements, that will affect the accounts of the other Partner, this will be notified to the other Partner at the earliest opportunity.

6.52 Prior to finalising their accounts, the Partners' respective Directors of Finance (or equivalent posts) 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.

6.53 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 Committee may direct from time to time.

6.54 Copies of final accounts (and reports on such accounts) prepared by the Director of Finance (or equivalent post) of each Partner will be shared with the other Partner at the earliest opportunity.

6.55 The Partners will, on reasonable request, prepare reports on any aspect of the Arrangements 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. As a minimum, the content should include annual budget, year to date budget, year to date expenditure and forecast expenditure to year-end. Material variances should be explained by a commentary which should include corrective action.

6.56 Where either Partner's Scrutiny Committee (or equivalent committee) or Officer Scrutiny Group (or equivalent group) is undertaking any work relating to the exercise by the other Partner of any of the Delegated Functions, that Committee or Group shall have the same power to request any employee of the other Partner it reasonably believes may be able to assist its work to attend before it and answer questions as if that employee were its own employee and each Partner shall, after receipt of appropriate notice, use its best endeavours to facilitate its employee's compliance with any request made under this clause.

6.57 As part of the obligations pursuant to clause 6.56, the appropriate director/head of service of the relevant Partner will be required, after receipt of appropriate notice, to attend the other Partner's Scrutiny committee (or equivalent committee).

6.58 If the Partners believe that it would promote the efficient operation of the 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, which protocols may also include supplementary guidance and scenario examples to assist the understanding of the operation of the financial provisions contained within this Scheme.

Frequency and content of budget monitoring reports

6.59 In addition to general reporting requirements, each Financial Year budget 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 (or equivalent post) of the relevant Lead Agency and will include:-

6.59.1 consideration of year to date spend and income;

6.59.2 consideration of projections of full year spend and income;

6.59.3 consideration of any financial implications for the Financial Year together recommendations to adjust the financial contribution in the financial year, if appropriate

6.59.4 consideration of any financial implications for subsequent Financial Years together with explanations of any major variation.

6.60 The Partners' respective Directors of Finance will agree the format of budget monitoring reports

6.61 The Partners' respective Directors of Finance will exchange budget monitoring reports monthly within 20 working days of each month end.

Cash Flow

6.62 Without prejudice to clause 6.10, the Partners' respective Directors of Finance (or equivalent posts) will seek to agree quarterly payment profiles for cash transfers between the Partners, in settlement of the Financial Contributions due to the other.

6.63 Cash transfers will be made by each Partner each quarter after receipt of invoices from the other Partner, and will incorporate:-

6.63.1 payment of one quarter of the Financial Contributions (quantum) in respect of Delegated Functions to the other Partner;

6.63.2 adjustments for payments made (income received) each quarter on behalf of the other Partner;

6.63.3 any other sum which may become payable and invoiced each quarter between the Partners.

Invoicing etc

6.64 With regard to Adult Services Delegated Functions, applicable care charges will be collected using the systems and hardware of NHS Highland.

6.65 Any new charges or proposed increase that exceeds the average in year Consumer Price Index uplift will be put forward by NHS Highland for consideration and approval by The Highland Council (by the appropriate Council officer or Committee as required).

6.66 Enforcement of charges for Adult Services will be undertaken by NHS Highland. NHS Highland will have the power to waive/write off charges invoiced.

6.67 With regards to Children's Services, payments for the reimbursement of patient travel expenses will not be part of NHSH's Financial Contribution and will continue to be paid using the systems and procedures of NHS Highland.

6.68 It is agreed that cross charging for services provided by either Partner to the other will be kept to a minimum. Notwithstanding this generality, where the levying of a charge from one Partner to another is unavoidable, it is agreed that the charge will be restricted to the actual cost of that service, which actual cost will be demonstrated to the Partner on whom the charge is levied.

Children's Services Support Arrangements

6.69 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.

Civil Emergencies and Emergency Planning

6.70 All costs incurred and that require to be met in relation to clause 4.3.3, shall be submitted for consideration to the Care for People Group who, after such consideration, will submit their recommendations to the Joint Officer Group for determination.

7 PARTICIPATION AND ENGAGEMENT

7.1 All stakeholder groups as prescribed in the Public Bodies (Joint Working) (Prescribed Consultees) (Scotland) Regulations 2014 were consulted by the Parties in the development of this revised Scheme. Annex 6 details the stakeholders who were consulted and the methods of consultation. Any feedback received was taken into account in finalising this revised Scheme.

7.2 The Partners have participation and engagement strategies, forums and networks to ensure significant engagement with, and participation by, members of the public, representative groups and other organisations in relation to decisions about the carrying out of integration functions. In addition, the Integrated Children's Services Plan has a Participation Strategy to ensure that voices of young people are caught.

7.3 The Strategic Plans will be reviewed at least every three years and will follow the required consultation approach as set out in the regulations. The Joint Monitoring Committee has a role in ensuring that the participation and engagement strategies of both organisations deliver the required involvement of stakeholders throughout the development and review process.

7.4 Given increased recognition that people experience better outcomes when they are directly involved in making the decisions about things which impact on them and their communities, community participation is a core outcome embedded within the Highland Outcome Improvement Plan 2017-2027, the implementation of which is overseen by the Highland Community Planning Partnership (CPP) Board. Progress reports on outcomes are provided quarterly to the CPP Board to enable partner scrutiny. The Partners are committed to prioritising this within the CPP partnership and will focus on continued engagement throughout the duration of this scheme.

8. INFORMATION SHARING AND CONFIDENTIALITY

8.1 There are already well established data and information sharing processes in Highland. The Partners recognise the need to share information and have committed to the establishment of a Joint Controller Agreement to manage the sharing of information.

8.2 Each Partner will

8.2.1 ensure 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; and

8.2.2 highlight and report any breaches promptly via their agreed governance mechanisms, and take appropriate remedial action.

8.3 Each Partner will 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.

8.4 The Joint Controller Agreement to be put in place will apply to all delegated and conjunction functions.

8.5 Each Partner's staff will continue to have access to the intranet site of the other where material on data management and governance can be found. This will support their understanding of legislation, policies and standards that govern the management of data relating to the delegated services for which they are the Lead Agency. Staff, via the intranet sites, will also have access to the relevant information regarding professional standards, policies and procedures that apply to all delegated services for which they are the Lead Agency.

8.6 Each Partner's staff will continue to have access to such parts of the other's Databases and associated ICT infrastructure that are used in connection with, and support the delivery of, integrated services for which they are the Lead Agency. This is pending the implementation of any agreed revised arrangements in relation to Databases and a longer-term approach to ICT infrastructure between the Partners.

8.7 Each Partner recognises that elected members may be entitled to receive information in relation to adult social care in their role as local representatives and will endeavour to provide information where it is appropriate. However, if an elected member requires information regarding a specific service user they will be required to provide evidence that they are working on behalf of that service user.

8.8 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:-

8.8.1 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

8.8.2 other persons or bodies with an authorised monitoring or scrutiny function, including the Audit Committees of each partner, the Local Authority Scrutiny Committee and Officer Scrutiny Groups (or equivalent groups) of each partner, having regard to the Partner's obligations of confidentiality, and the Joint Controller Agreement.

8.9 Where reasonably requested to do so and after receipt of appropriate notice, 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 8.8.

8.10 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.

8.11 The Partners will develop and agree a joint protocol for media management in relation to Delegated Functions.

9. COMPLAINTS

9.1 Each Lead Agency has a clear process for dealing with complaints as defined by directions and governing legislation, namely The NHS Complaints Procedure: Directions under The National Health Service (Scotland) Act 1978 and The Hospital Complaints Procedure Act 1985 ; National Health Service and Community Care Act 1990, Scottish Public Services Ombudsman Act 2002.

9.1.1 Information about how to complain is contained in leaflets widely distributed across Health and Social Care premises and the NHS Highland and The Highland Council websites. This ensures ease of access to the complaints systems.

9.1.2 Each Lead Agency has a clear procedure and designated department to direct complaints to, regardless of the service at the subject of the complaint.

9.1.3 Complaints regarding registered care services may also be made to the Care Inspectorate by telephone, in writing or through their website.

9.1.4 Complaints monitoring reports will be submitted by each Lead Agency, as and when requested, to the Joint Monitoring Committee.

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 Scheme or any of the Occupancy Agreements; or

10.3.2 a third party having failed to give its consent to the assignation, novation or partial assignation 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 appropriate insurances or arrangements in relation to insurance, 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. The Risk Management System of each Lead Agency has been extended to cover the Delegated Functions as well the Conjunction Functions. This includes risk registers at Corporate and Operational levels.

12.2 The role of both the Chief Social Work Officer and Board Nurse Director as regards management of risk by the Partners is highlighted within section 4 of this scheme.

12.3 Specific financial risk sharing provisions agreed by the Partners are set out within section 6 of this scheme.

12.4 The Joint Monitoring Committee will oversee the continuing implementation of this Scheme and associated risks.

13. TARGETS AND PERFORMANCE MANAGEMENT

13.1 Adult Services performance management framework

13.1.1 The Partners will jointly develop a Performance Management Framework that will:

i. enable monitoring and evaluation of performance across the outcomes identified in the Strategic Plan.

ii. provide assurance regarding the services that are commissioned as part of the lead agency arrangement.

13.1.2 NHS Highland will report to The Highland Council's Health, Social Care & Wellbeing Committee (or successor committee) and onwards to the Joint Monitoring Committee on performance on a quarterly basis, with progress reported on a Balanced Scorecard. Targets will be regularly reviewed to ensure continued relevance and reflection of national, and any local, indicators and outcomes. Any changes to targets will be proposed to and agreed by the Joint Monitoring Committee.

13.1.3 NHS Highland will continue to collate the full range of performance information, required for local and national reporting purposes, for both Partners.

13.1.4 The Partners will periodically review the Performance Management Framework to assess if it continues to be appropriate or requires further development.

13.2 Children's Services performance management framework

13.2.1 The Partners will jointly develop a Performance Management Framework that will:-

i. enable monitoring and evaluation of performance across the outcomes identified in the joint Integrated Children's Plan;

ii. provide assurance regarding the services that are commissioned as part of the lead agency arrangement.

13.2.2 The Highland Council will report to NHS Highland's Health & Social Care Committee (or successor committee) and onwards to the Joint Monitoring Committee on performance on a quarterly basis. Targets will be regularly reviewed to ensure continued relevance and reflection of national, and any local, indicators and outcomes. Any changes to targets will be proposed to and agreed by the Joint Monitoring Committee.

13.2.3 The Highland Council will collate the full range of performance information, as required for local and national reporting purposes, for both Partners.

13.2.4 The Partners will periodically review the Performance Management Framework to assess if it continues to be appropriate or requires further development.

13.3 Each Partner will provide the Joint Monitoring Committee with additional exception reporting and early warning of material variations in performance, together with any necessary remedial plans.

14 DISPUTE RESOLUTION MECHANISM

14.1 All disputes between the Partners arising out of or relating to the Scheme, except in relation to finance, may be escalated, by either Partner, to the Joint Officer Group for resolution. In the case of a dispute relating to finance, except as otherwise provided for in section 6, then escalation will instead be to the Partners' Chief Officers and Directors of Finance.

14.2 If a dispute cannot be resolved by the Joint Officer Group, or the Chief Officers and Directors of Finance as the case may be, within 14 days, the dispute must, within 14 days thereafter, be escalated to the Chief Executive of each of the Partners for resolution.

14.3 If a dispute cannot be resolved by the Chief Executives wiithin 14 days, the dispute must, within 14 days thereafter, be escalated by them to the Joint Monitoring Committee for resolution. The Chief Executives will each provide the Joint Monitoring Committee with a written note outlining the particulars of the issues in dispute and their position on these.

14.4 If a dispute cannot be resolved by the Joint Monitoring Committee within 14 days, either Partner may proceed to mediation for resolution of the dispute; and

14.4.1 the Mediator shall be selected by mutual agreement or, failing agreement, within 14 days after a request by one Partner to the other, shall be nominated by the Centre for Effective Dispute Resolution (CEDR);

14.4.2 mediation shall proceed in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Parties.;

14.4.3 both Partners will co-operate with the Mediator, provide all necessary and material documents/information and afford the Mediator all necessary assistance which the Mediator requires to consider the dispute;

14.4.4 the fees of the Mediator shall be borne by the Partners in such proportion as shall be determined by the Mediator having regard (amongst other things) to the conduct of the parties.

14.5 Within 7 days following mediation, the Partners Chief Executives will meet to assess if the dispute can be resolved. If a dispute cannot be resolved after mediation then the dispute will, within 14 days thereafter be jointly referred by the Partners Chief Executives to an expert ("the Expert") who shall be deemed to act as expert and not as arbiter, for final determination; and

14.5.1 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;

14.5.2 within 14 days after the Expert has accepted the appointment, the Partners shall submit to the Expert a written report on the dispute;

14.5.3 both Partners will then afford the Expert all necessary assistance which the Expert requires to consider the dispute;

14.5.4 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 14.5.2 ;

14.5.5 save in the case of manifest error, decisions of the Expert shall be final and binding and shall not be subject to appeal;

14.5.6 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

14.5.7 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.

14.6 Notwithstanding the escalation of any dispute, the Partners will use their best endeavours to resolve such disputes and may do so at any point in the escalation process.

Annex 1

Part 1
(sections 1.1, 3.1 and 6.39)

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

The functions listed in Column A below are the functions delegated by NHS Highland to The Highland Council. The Highland Council will carry out these functions in conjunction with their own functions listed in Column A of Part 2 of Annex 2, thereby integrating these delegated and conjunction functions under The Highland Council as the Lead Agency. The services listed in column B below are general descriptors of the services to which the functions listed in Column A relate.

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;	Looked after Children
All functions of Health Boards conferred by, or by virtue of, Part 4 and Part 5 Children and Young People (Scotland) Act 2014;	Named Persons Child's Plan
S12, 31 Carers (Scotland) Act 2016;	Young Carer Statement Local Carer Strategy

Children' s Services Support Arrangements:

The current "Adult Social Care Commissioning, Contracts and Compliance Team", previously the "Contracts Team within the Business Support" function which transferred from the Highland Council in 2012, has continued to deliver a shared service to the Highland Council in respect of children's services contracting functions and on the basis of the level and nature of those functions initially transferred. These functions are carried out on instruction from the Highland Council and are mainly related to contracting arrangements with third and independent sector providers. It is intended that the current shared service delivered by NHS Highland will cease no later than 1 October 2021, prior to which there will be a supported transition.

Further support arrangements in relation to children and young people

After the date of delegation of functions, 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
(sections 1.1, 3.2 and 3.3)

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

The functions listed in Column A below are the functions of NHS Highland that will be carried out in conjunction with the functions delegated to them by The Highland Council that are listed in Column A of Part 1 of Annex 2, thereby integrating these conjunction and delegated functions under NHS Highland as the Lead Agency. The services listed in column B below are general descriptors of the services to which the functions listed in Column A relate.

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

Column A (function)	Column B (services)
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Reablement
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. S23, 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
S 31 Carers (Scotland) Act 2016	Local Carer Strategy

As required by regulations, acute services delivered across the Operating Area to Adults are included within the Lead Agency Arrangements. As defined within the regulations these are:

(a) accident and emergency services provided in a hospital;
(b) inpatient hospital services relating to the following branches of medicine: general; geriatric; rehabilitation; respiratory; psychiatry of learning disability.
(c) Palliative care services provided in a hospital;
(d) Inpatient hospital services provided by GP's;
(e) Services provided in a hospital in relation to an addiction or dependence on any substance.
(f) Mental health services provided in a hospital, except secure forensic mental health services.
(g) Services provided by allied health professionals in an outpatient department or clinic;
(h) public dental services;
(i) services providing primary medical services to patients during the out of hours period.

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
(sections 1.1, 3.2 and 6.38)

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

The functions listed in Column A below are the functions delegated by The Highland Council to NHS Highland. NHS Highland will carry out these functions in conjunction with their own functions listed in Column A of Part 2 of Annex 1, thereby integrating these delegated and conjunction functions under NHS Highland as the Lead Agency. The services listed in column B below are general descriptors of the services to which the functions listed in Column A relate.

Column A (function)	**Column B (services)**
Ss 1, 2(1), Chronically Sick and Disabled Persons Act 1970; Ss 4, 5A, 5B, 12, 12A, 12AA, 12AB, 13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986; S 6, Community Care and Health (Scotland) Act 2002 <u>Carers(Scotland) Act 2016</u> Section 6 (Duty to prepare of adult carer support plan) Section 21 (duty to set local eligibility criteria) Section 24 (Duty to provide support) Section 25 (Provision of support to carers: breaks from caring) Section 31 (Duty to prepare local carer strategy) Section 34 (Information and advice service for carers) Section 35 (Short breaks services statements)	Respite

Column A (function)	Column B (services)
Ss 1, 2(1), Chronically Sick and Disabled Persons Act 1970; Ss 4, 5A, 5B, 12, 12A, 13, 13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; S48, National Assistance Act 1948; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986; Part 1 Adult Support and Protection (Scotland) Act 2007;	Adult Social Work Teams
Ss 12, 12A, 12AA, 12AB, 13B, 14, Social Work (Scotland) Act 1968; S2(1), Chronically Sick and Disabled Persons Act 1970; Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 22, 23, 24, 24A, Children (Scotland) Act 1995	Care at Home
Ss 3, 4, 7, 8 Disabled Persons (Services, Consultation and Representation) Act 1986.	
Ss 12, 12A, 12AA, 12AB, 13B, 14, Social Work (Scotland) Act 1968; s2(1), Chronically Sick and Disabled Persons Act 1970; Ss 22, 23, 24, 24A, Children (Scotland) Act 1995 Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.	Sensory

Column A (function)	Column B (services)
Ss 12, 12A, 12AA, 12AB, 13ZA, 13A, 13B, 59, 87, Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003; S 6, Community Care and Health (Scotland) Act 2002	Care Homes
Ss 12, 12A, 12AA, 12AB, 13ZA, 13B, 59, 87 Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; S2(1), Chronically Sick and Disabled Persons Act 1970; Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.	Day Care
S12, Social Work (Scotland) Act 1968;	Community Development Officers
S2(1), Chronically Sick and Disabled Persons Act 1970.	
Ss 25, 26, 27, 33, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.	Community Mental Health Teams
Ss 1 to 8 of Part I, Part II and Part XIII, Housing (Scotland) Act 1987; Part 1, Housing (Scotland) Act 2001	Housing Support

Column A (function)	**Column B (services)**
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) Section 92	(assistance for housing purposes) 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. Social Care(Self-directed Support)(Scotland) Act 2013	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; S2(1), Chronically Sick and Disabled Persons Act 1970.	Equipment Stores

Column A (function)	Column B (services)
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.

Part 2
(sections 1.1, 3.1 and 3.3)

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

The functions listed in Column A below are the functions of The Highland Council that will be carried out in conjunction with the functions delegated to them by NHS Highland that are listed in Column A of Part 1 of Annex 1, thereby integrating these conjunction and delegated functions under The Highland Council as the Lead Agency. The services listed in column B below are general descriptors of the services to which the functions listed in Column A relate.

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

Column A (function)	Column B (services)
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 Disabled Persons Act 1970; Ss 25, 26, 27, 33, Mental Health (Care and Treatment) (Scotland) Act 2003; S48, National Assistance Act 1948; S11, The Matrimonial Proceedings (Children) Act 1958; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986; S50, Children Act 1975.	Children and families Social work teams

Column A (function)	**Column B (services)**
Ss 59, 78, 78A, 79, 80, 81, 82, 83, Social Work (Scotland) Act 1968; Part II, Children (Scotland) Act 1995; S125A, Education (Scotland) Act	Residential care workers
Foster Children (Scotland) Act 1984.	Fostering service
Adoption and Children (Scotland) Act 2007.	Adoption service
Part II, Children (Scotland) Act 1995; S125A, Education (Scotland) Act	Through care and after care services
S4, Education (Scotland) Act 1980; Ss 5, 8, 8A, Education (Additional Support for Learning) (Scotland) Act 2004.	Educational Psychology
S12, 12A, 12AA, 13ZA, 27, 27ZA, Social Work (Scotland) Act 1978; Antisocial Behaviour etc. (Scotland) Act 2004; Part 1 Adult Support and Protection (Scotland) Act 2007; Part II, Children (Scotland) Act 1995; Ss 25, 26, 27, 33, Mental Health	Social Work Out of Hours Service
Carers (Scotland) Act 2016 Section 12 (duty to prepare young carer statement)” Section 31 (duty to prepare local carer strategy)	

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.

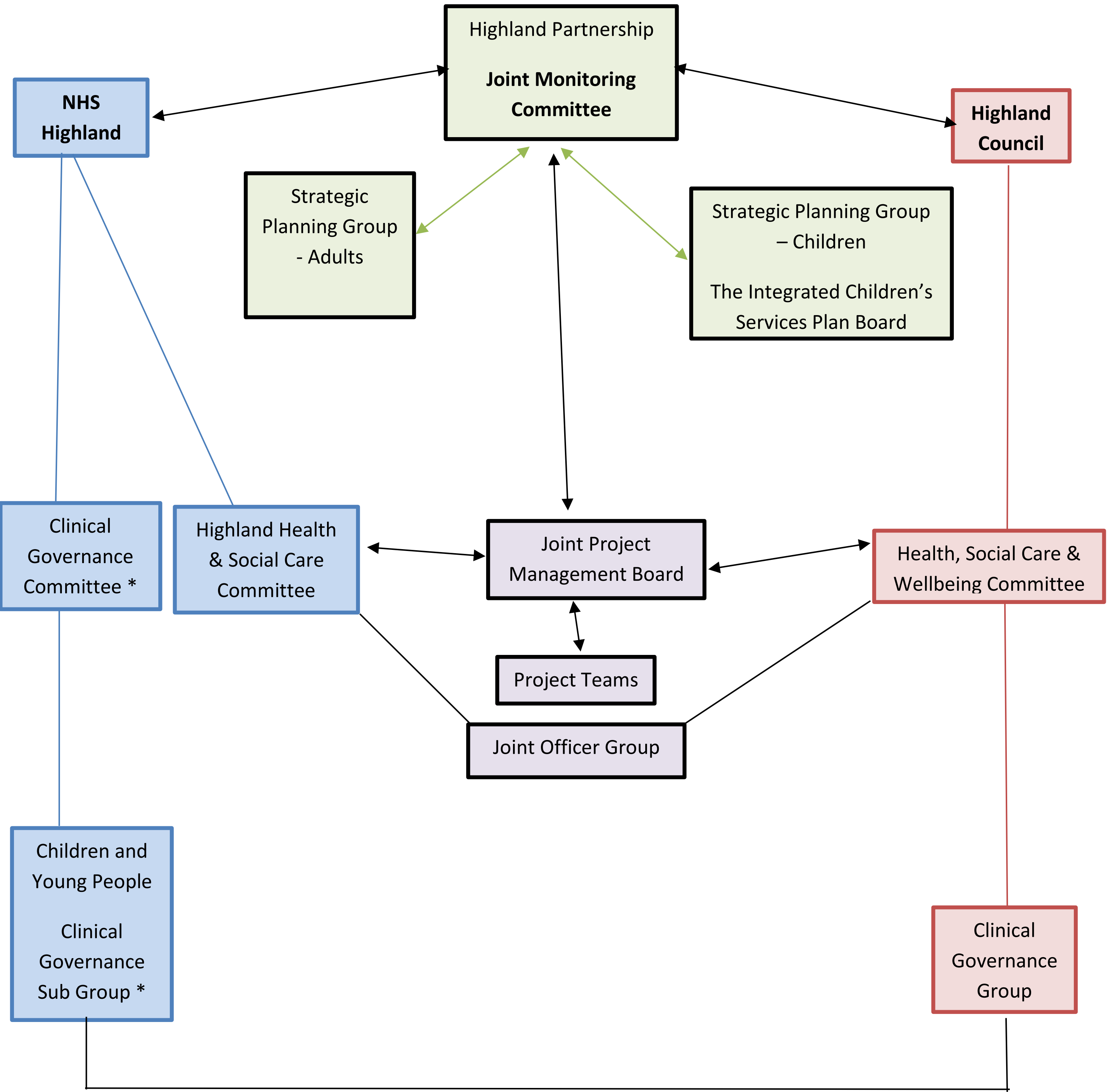
Annex 3
(section 4.1.7)

Services provided Pan Highland to both children and adults

- **Visual Impairment Services**
- **Deaf and Hearing Support Services**
- **Social Work Out of Hours Service**
- **Community Learning Disability Nursing Services (CLDN) (North & West)**
- **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 (Care First and Care Finance)**
- **Assistance for Housing purposes**

Annex 4
(section 2.9)

Governance Structure



*Governance of social care currently being reviewed.

Annex 5
(section 4.3.1.2)

Major Incident Roles Matrix

1. PRIOR TO A MAJOR INCIDENT (PLANNING)	LEAD
a. Chair Highland Care for People Group	THC Health & Social Care ECO
b. Chair local Care for People Team.	NHSH District Manager
c. Prepare and maintain the Highland Care for People Guidance	NHSH EPO & THC Resilience
d. Ensure Emergency Support Centre details are kept up to date (including contact and fit for purpose information).	NHSH District Manager
e. Maintain a register of ESCs that will be available to all partners.	NHSH District Manager
f. Identify training needs	NHSH District Manager
g. Oversee & direct training for staff.	NHSH EPO & THC Resilience
h. Provide staff for exercises.	NHSH & THC
2. DURING A MAJOR INCIDENT (RESPONSE)	**LEAD**
a. Initiate opening of Emergency Support Centre/s as required.	NHSH Care for People lead
b. Manage the activities within the ESC.	NHSH & THC, supported by British Red Cross
c. Undertake registration of evacuees.	NHSH & THC
d. Assess adult welfare needs.	NHSH
e. Deploy adult social care staff to the ESC.	NHSH

f. Provide for children and families welfare needs	THC
g. Provide refreshments and food.	*For decision at HCfP Group**
h. Arranging transport of affected persons to Emergency Support Centre	THC
i. Meeting accommodation and other costs from running Emergency Support Centre	*For decision at HCfP Group**
j. Assess longer term accommodation needs	THC
3. AFTER A MAJOR INCIDENT (RECOVERY)	**LEAD**
a. Establish a Humanitarian Assistance Centre (HAC).	NHSH
b. Provide continuing psycho-social care to the affected population.	NHSH/THC as required
c. Chair the Care for People Group of the Strategic Recovery Co-ordinating Group.	NHSH Care for People lead

*****N.B. Provisions for costs in section 4.3.3 and section 6.70 will apply.

Annex 6
(section 7.1)

Stakeholders and Consultation Methods

List of stakeholder groups as prescribed in the Public Bodies (Joint Working) (Prescribed Consultees) (Scotland) Regulations 2014.

- Health professionals
- Users of health care
- Carers of users of health care
- Commercial providers of health care
- Non-commercial providers of health care
- Social care professionals
- Users of social care
- Carers of users of social care
- Commercial providers of social care
- Non-commercial providers of social care
- Staff of the Health Board and local authority who are not health professionals or social care professionals
- Non-commercial providers of social housing
- Third sector bodies carrying out activities related to health or social care
- Other Local Authorities operating within the Health Board Area

Additional consultees:

- Unions representing staff within both The Highland Council and NHS Highland.
- Equalities groups.

Consultation on this revised Scheme took place as follows:

- Joint press releases were issued by the Partners alerting members of the public to the proposed revised scheme.
- An email/ team briefing was issued by the Partners alerting staff to the proposed revised scheme.
- Notices, together with an electronic copy of the draft revised scheme, were posted on the Partners' internal and external websites.
- Emails were issued to Community Planning Partners, existing stakeholder representatives on the Joint Monitoring Committee and Joint Strategic Planning Group, Unions representing staff and equalities groups and an electronic copy of the draft revised scheme was provided.
- A joint letter from the Partners Chief Executives to the Chief Executive of Argyll and Bute Council was issued and a copy of the draft revised scheme was provided.

Responses were invited before a defined date and an email address was supplied for people to send their views.

Appendix One
(section 2.2)

The Highland Partnership
Joint Monitoring Committee

This Joint Committee has oversight of both Integrated Adult Services and Integrated Children's Services.

Role and Function

- To monitor the carrying out of integrated functions (both delegated and conjoined).
- In the above connection, to receive reports from the Integration Authorities on such aspects of integrated service delivery, and in such form, as the Committee may direct from time to time.
- To report to the Integration Authorities on any aspect of the carrying out of integrated functions, which may include recommendations as to how those functions should be carried out in the future.
- To receive and, as it sees fit, publishing, its reports to the Integration Authorities and the Integration Authorities written responses to it.
- To receive and consider quarterly performance reports from the Integration Authorities.
- To receive and consider performance exception/early warning reports and remedial plans.
- To receive and consider proposals to change performance targets.
- To consider the application of relevant local performance indicators and outcomes.
- To receive and consider annual performance reports from the Integration Authorities.
- To receive and consider complaints monitoring reports from the Integration Authorities.
- To ensure recommendations, and responses from the Integration Authorities, relating to performance reporting are considered, appropriately acted upon and progressed.
- To receive and consider reports from the Project Board on workstreams that have been developed.
- To oversee the continuing implementation of the Integration Scheme and associated risks.
- To review the Integration Scheme including financial commitments, delegated and conjunction services, and make recommendations to The Highland Council and NHS Highland.
- To consider, within 14 days of receipt, disputes regarding the Integration Scheme that have been escalated to it, with a view to resolving such disputes.
- To ensure that the participation and engagement strategies of the Integration Authorities deliver the required involvement of stakeholders throughout the development and review process for their Strategic Plans.

- To make and amend from time to time as it sees fit, Standing Orders, for the regulation of its procedure and business, in line with applicable regulations.

- To agree annually a forward schedule of meeting dates for the following calendar year, which meetings shall be a minimum frequency of quarterly.

Membership

Membership of the Committee, is set out within the Public Bodies (Joint Working) (Integration Joint Monitoring Committees) (Scotland) Order 2014, and comprises:-

- 4 elected members nominated by The Highland Council and 4 members nominated by NHS Highland (2 Non-Executive Directors and 2 other appropriate persons).

- officers of both the Council and NHS, who are members by virtue of the statutory roles that they perform:
    - the Council's Chief Social Work Officer and s95 Officer;
    - the NHS's Director of Finance;
    - A registered medical practitioner whose name is included in the list of primary medical services performers prepared by the Health Board, and nominated by the Health Board;
    - A registered nurse who is employed by the Health Board or by a person or body with which the Health Board has entered into a general medical services contract, and nominated by the Health Board;
    - A registered medical practitioner employed by the Health Board and not providing primary medical services, and nominated by the Health Board;

- staff (both local authority and health board), third sector, carer and service user representatives, recruited by the Committee, following Scottish Government Guidance, and ensuring representation in relation to both children's and adults' services.

- such additional members appointed by the Committee as it sees fit.

- additional officers nominated by both the Council and NHS:
    - The Highland Council's Chief Executive and Executive Chief Officer Health and Social Care.
    - NHS Highland's Chief Executive and Director of Adult Social Care.

Chairperson

The Chair of NHS Highland Board and the Chair of the Council's Health, Social Care and Wellbeing Committee will be joint chairs.

Deputies

If a nominated member is unable to attend a meeting, the Health Board or local authority which nominated the member, is to use its best endeavors 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.

If any other member is unable to attend a meeting, that member may arrange for a suitably qualified deputy to attend the meeting.

Administrative Support

This will be provided by The Highland Council. This will include preparation and arrangement of all meetings and reports, taking and circulation of minutes and settling of expenses.

Appendix Two
(section 2.2)

Matters For Highland Partnership Joint Monitoring Committee Standing Orders (not exhaustive)

Quorum: No business is to be transacted at a meeting of the Committee 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: A deputy attending a meeting may vote on decisions put to that meeting.

If the chairperson or vice chairperson is unable to attend a meeting, 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, 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 committee.

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

Appendix Three
(section 2.7)

Joint Officer Group

Membership	
NHS Highland Chief Officer Director of Adult Social Care Director of Finance	**The Highland Council** Director of Care & Learning Director of Corporate Resources Head of Resources
Or equivalent posts to any of the above. From time to time, additional members may also be appointed. From time to time others may be required to attend by invitation.	

Remit

- To consider and agree strategy for presentation to the Partners' Committees. This should include Strategic Plans reflecting the term of each Highland Council and including the finance and cash flow required to deliver that plan.
- To ensure that strategic reports considered by the Partners' Committees are referenced and within terms of the Strategic Plans.
- To support the development of Strategic Plans through the creation of a multi-year funding model.
- To support and service regular, planned meetings involving the Partners' Chief Executives, senior members of the Council Administration and Health Board non-Executives, which will also act as a preliminary meeting prior to matters being formally considered at the Joint Monitoring Committee.
- To review the finance and reporting mechanisms to support the partnership arrangements.

Document Governance Control

June 2015	Approval of Scheme (April 2015 – March 2020) by Scottish Government
March 2018	Amendment of Annex 2 – Local Authority Functions
April 2021	Revised Scheme (March 2021) approved by The Highland Council.
May 2021	Revised Scheme (March 2021) approved by NHS Highland
June 2021	Revised Scheme (March 2021) approved by Scottish Government.

Colour coding: Retained | Deleted | Changed | Moved | Added

Public Bodies (Joint Working) (Scotland)Act 2014

The Highland Partnership

(The Highland Council, NHS Highland)

Integration Scheme

March 2021

Colour coding: Retained | Deleted | Changed | Moved | Added

Aims and Outcomes of the Integration Scheme

"The Highland Partnership of NHS Highland and the Highland Council, 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 aim of integration is to improve the wellbeing of people in Highland, particularly those whose needs are complex and involve support from health and social care at the same time.

The Highland Council and NHS Highland 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.

The Highland Council and NHS Highland have included Children and Families social work services within the Lead Agency arrangements with the aim of ensuring that all children and young people grow up loved, safe and respected so that they realise their full potential.

The Highland Council and NHS Highland through the Lead Agency arrangements therefore also commit to achieving the national outcomes for Children and Families set out by the Scottish Ministers.

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.

Duration of the Integration scheme

This revised Scheme comes into force on such date as it is approved by the Scottish Ministers.

It will be reviewed within 5 years of this date in line with section 44(2) of the Public Bodies (Joint Working) (Scotland) Act 2014.

It may also be reviewed at any time if either the Highland Council or NHS Highland request it in terms of section 45(2) of the Act, or the Scottish Government requires it, in terms of section 45 (3) of the Act.

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INTEGRATION SCHEME

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:-

1 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, subject to any agreement reached between the Partners in terms of transitional arrangements for service users transitioning between Integrated Children's Services and Integrated Adults Services;

"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:-

(a) in relation to Integrated Adult Services, the Transferring Accommodation related to Adult Services Delegated Functions;

(b) in relation to Integrated Children's Services, the Transferring Accommodation related to Children's 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;

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"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;

"**Arrangements**" means the Lead Agency arrangements established by this Integration Scheme;

"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, subject to any agreement reached between the Partners in terms of transitional arrangements for service users transitioning between Integrated Children's Services and Integrated Adults Services;

"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;

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"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 NHSH to HC in the exercise of Children's Services Delegated Functions, specified in Annex1 Part 1 and that will be provided until no later than 1 October 2021;

"Commencement Date" means the date on which functions are delegated.

"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 those functions (and related budgets) that are specified in 3.1 and 3.2, respectively, and that are to be carried out in conjunction with the delegated functions.

"Contracts" means:-

(a) in relation to Integrated Adult Services, 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;

(b) in relation to Integrated Children's Services, 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;

"Databases" means:-

(b) in relation to Integrated Adult Services, 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;

(b) in relation to Integrated Children's Services, 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;

"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;

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“Delegated Revenue Resources” means:-

(a) in relation to Integrated Adult Services, the balances resources held by NHSH from time to time to the extent that they represent Financial Contributions by HC to support the delivery of those services Delegated Functions;

(b) in relation to Integrated Children’s Services, the balances resources held by HC from time to time to the extent that they represent Financial Contributions by NHSH to support the delivery of those services Delegated Functions;

"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;

“**Highland Data Sharing Partnership”** means the partnership comprising Highland Council, Argyll and Bute Council, Police Scotland, Fire and Rescue Scotland and NHS Highland.

“**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 to NHSH in respect of that Financial Year in pursuance of section 6 to support revenue expenditure relating to the exercise of Delegated Functions.

“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;

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“Integrated Budget” means,:-

(a) in relation to Integrated Adult Services, the Delegated Revenue Resource and budget held by NHSH in respect of Conjunction Functions;

(b) in relation to Integrated Children’s Services, the Delegated Revenue Resource Delegated Revenue Resource and budget held by HC in respect of Conjunction Functions.

“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 or to be made by NHSH to HC in respect of that Financial Year in pursuance of clause 6; to support revenue expenditure relating to the exercise of Delegated Functions.

"Operating Area" means the area falling from time to time within the boundaries of HC for local government purposes;

“Outcomes” means the Health and Wellbeing Outcomes prescribed by the Scottish Ministers in Regulations under section 5(1) of the Act and national outcomes for children and families set by the Scottish Ministers;

"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;

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"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.

"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;

"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 NHSH (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);

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

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

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

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

1.6 In implementation of their obligations under the Act, the Parties hereby agree as follows:
In accordance with section 2(3) 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 or such later date on which the Scottish Ministers approve the scheme.

Local Governance Arrangements

2.1 In line with section 15(3) of the Act, The Highland Council and NHS Highland have established an Integration Joint Monitoring Committee (known as "The Highland Partnership Joint Monitoring Committee"), which will have single oversight of all delegated functions as well as the functions that are managed in conjunction with the functions that have been delegated.

2.2 The role, function and membership of the Joint Monitoring Committee are outlined, in line with the Act and associated regulations, in Appendix One. The regulation of the Joint Monitoring Committee's procedure, business, and meetings and that of any sub- committee/group will follow the Public Bodies (Joint Working) (Integration Joint Monitoring Committees) (Scotland) Order 2014, and any order amending this. Standing Orders will be agreed by the Committee and may be amended from time to time by the Committee. The Standing Orders will be set out in a separate document and cover, amongst other things, the matters set out in Appendix Two.

2.3 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 ensure a strategic commissioning approach is taken forward with all stakeholders at operational levels.

2.4 Membership: The nominees from HC and NHSH are nominated directly to the Joint Monitoring Committee by HC and NHSH.

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

2.6 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.

2.7 Membership in line with legislation requirements –

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- HC – Four Elected members, Chief Executive, Director of Care & Learning, Chief Social Work Officer ('CSWO'), Director of Finance, Representative of Staff Partnership Forum.

- NHSH – Two Non Executive Directors, Chief Executive, Two Senior Executives, Director of Finance, Employee Director, Medical Director/ Director of Public Health, Senior Nurse in a Leadership Role.

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

2.8 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 and settling of expenses.

2.3 In terms of section 29(1) of the Act, each Partner is responsible for the planning, via the Strategic Plan, of the integrated and conjunction services for which it is the Lead Agency and as required by section 30(3) of the Act, in preparing Strategic Plans each Lead Agency will have regard to their effect on the Strategic Plans of other Integration Authorities. In effect this means that NHS Highland must lead on producing an Integrated Adult Services Strategic Plan and The Highland Council must lead on producing an Integrated Children's Services Strategic Plan with both plans taking account of the other and together being overseen by the Joint Monitoring Committee.

2.4 The Highland Council and NHS Highland have each established a Strategic Planning Group to develop and propose a strategic plans for children and adults respectively, and to ensure that a strategic commissioning approach is taken forward with all stakeholders at operational levels.

2.5 Within NHS Highland, governance of Integrated Adult Services and assurance of service delivery is provided at the NHS Highland Health & Social Care Committee through arrangements put in place and overseen by the NHS Highland Board.

2.6 Within The Highland Council, governance of Integrated Children's Services and assurance of service delivery is provided at The Highland Council's Health, Social Care and Wellbeing Committee through arrangements put in place and overseen by The Highland Council.

2.7 A Joint Officer Group has been established to consider and agree strategy for presentation to the Partners' Committees, to ensure that reports are referenced and within terms of the strategic plan, and to support and service regular, planned meetings involving the Partners' Chief Executives, senior members of the Council Administration and Health Board non-Executives, which will also act as a preliminary meeting prior to matters being formally considered at the IJMC. The membership and remit of the Joint Officer Group is set out in Appendix Three.

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2.8 A Joint Project Management Board has been established to embed a programme management approach to the adoption and delivery of workstreams to ensure efficient service delivery for service users and achievement of the best possible outcomes for communities. A Project Team will be tasked with the delivery of proposed workstreams. The Project Board will oversee these workstreams and report on them to the Partners and the Joint Monitoring Committee.

2.9 A governance organogram is set out in Annex 4.

3 DELEGATION OF FUNCTIONS

3.1 The functions that are delegated by NHSH to 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 2.

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

3.4 When undertaking formal reviews of this Scheme, the Partners will consider the need for adding/removing, in line with applicable regulations, any Delegated Functions and/or Conjunction Functions.

4 LOCAL OPERATIONAL ARRANGEMENTS

4.1 **General**

4.1.1 For services provided outwith Highland, the Strategic Plan will be developed with other integration Authorities as specified in section 30(3) of the Act. NHS Highland Board will consider the Strategic plans relating to both Integration Schemes – Highland and Argyll and Bute, enabling scrutiny and assurance of working together. Governance committees within the Highland Council and NHS Highland are committed to working with other Integration Authorities as required to ensure all impacts are assessed and managed.

4.1.1 Each Partner has mechanisms/structures in place for planning, management and delivery of services in furtherance of Strategic Plans.

4.1.2 Each Partner will:

4.1.2.1 ensure the delivery of high-quality services that contribute to national and local outcomes/KPI's, relfect strategies and comply with guidance;

4.1.2.2 ensure that the principles of best value are met in relation to all aspects of service delivery;

4.1.2.3 ensure that quality assurance mechanisms are applied and enforced in

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relation to all services;

4.1.2.4 be open in providing information about performance and financial position;

4.1.2.5 provide the other with early intimation and notice about relevant problems;

4.1.2.6 maintain all necessary registrations, authorisations and licenses that may be required from time to time and comply with their terms;

4.1.2.7 comply with all relevant laws and professional standards as apply from time to time; and

4.1.2.8 maintain Chief Executive Officer posts (or such posts as may be notified to the other from time to time) with responsibility for ensuring that the Lead Agency arrangements are delivered.

4.1.3 All managers will take account of strategic priorities, as set out within Strategic Plans, when developing and taking forward local plans.

4.1.4 NHS managers will have opportunities for direct and regular contact with Council members about local matters in the Districts/Wards, including at local community planning partnerships and where appropriate at ward or area level meetings. Likewise, Council managers will have opportunities where appropriate, for direct and regular contact with NHS Board members, including at local community planning partnerships.

4.1.5 Each Partner will keep the other apprised of management and organisational changes at strategic, area and district levels.

4.1.6 Interface arrangements for services are set out within Annexes 1 and 2, Part 2.

4.1.7 Certain services, set out within Annex 3, are provided pan Highland to both children and adults. This may be 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 but these arrangements will be reviewed periodically to assess if they continue to be appropriate.

4.1.8 In terms of section 15(3) of the Act, the Joint Monitoring Committee will monitor the carrying out of integrated and conjunction services by each Partner, and the Partners will report to the Joint Monitoring Committee to enable it to do so.

4.2 Clinical and Care Governance

4.2.1 There are a range of policies and procedures in place in NHS Highland and The Highland Council which will support patients, clients and staff in delegated and conjunction functions.

4.2.2 In NHS Highland these include –

Clinical standards and guidelines

Professional codes of conduct

Health and Safety Policy and procedures

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The Highland Programme Approach and Programme Management Office

4.2.3 In The Highland Council these include -

Scottish Social Services Code of Conduct

Health and Safety Policy and procedures

4.2.4 As part of the Governance requirements of both organisations in the Highland Integration model, these policies and procedures apply to all delegated and conjunction functions in the Lead Agency to ensure sustainability of safe and high quality services.

4.2.5 The Lead Agency arrangements include roles for the HC's Chief Social Work Officer and NHSH's Board Nurse Director, and the supporting infrastructure, across both organisations to ensure that there are effective governance systems and processes in place to ensure safe and effective practice, the provision of high quality care and to meet national and local targets and strategies. This involves the reporting routes for both Chief Officers into each organisation, including the provision of advice to staff and senior officers, and reporting to governance committees.

4.2.6 These arrangements include There are dedicated posts in the organisational structure of NHS Highland to provide professional leadership and support to social care staff, and likewise for nursing and allied health professionals within The Highland Council, supported by local professional forums for these groups of staff, and reporting to the Chief Officers e.g. Adult Social Care Practice Forum, Nursing, Midwifery and Allied Health Professional Advisory Committee.

4.2.7 These arrangements mean that a Social care and health professionals in either organisation will raise issues and concerns, and also highlight good practice, via their professional leadership structures, and where necessary, directly with the Chief Social Work Officer and Board Nurse Director. There will continue to be ongoing liaison and dialogue to sustain these processes, and highlight best practice.

4.2.8 Clinical and Care Governance of strategic planning by the local authority and health board is discharged through appropriate professional membership of the strategic planning group and the various professional and improvement groups. These structures and processes ensure the professional contribution to self-evaluation, audit and quality assurance, and the improvement plans that inform Highland's strategic planning.

4.2.9 **Social Care:** The CSWO has responsibility for the scrutiny of Delegated Functions and will be in the first or second tier of management within the integrated children's service in The Highland Council.

4.2.9.1 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 to provide appropriate expert social work advice and guidance to inform decision making. The CSWO is enabled to influence corporate issues, such as managing risk, and budget priorities in both organisations.

4.2.9.2 NHS Highland has, and will continue to have, appointed a Director of Adult Social Care, 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.

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

4.2.9.4 **Other Means and Forums to ensure Effective Professional Social Work Leadership**

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

4.2.9.4.2 The Chief Social Work Officer will continue to have responsibility for authorising the registration of all social work and social care staff with the Scottish Social Services Council.

4.2.9.4.3 Where Social Care staff in NHS Highland have a concern about matters of care governance they have immediate recourse through the Operational Leadership structure to the Director of Adult Social Care and the Chief Social Work Officer.

4.2.10 Nursing, Midwifery and Allied Health Professionals: Accountability and Reporting Arrangements

4.2.10.1 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 and Care Professions Council (**"HCPC"**)
- A framework for reform: devolved decision-making. – Moving towards single-system working (NHS HDL (2003)11)
- guidance on Appointment of Nurse Directors (2002)
- the Board Nurse Director's current Job Description outlining responsibility for NMAHP's.

4.2.10.2 The principles, Professional Leadership framework and structure are embedded in the governance and management structures that are developed for both integrated services in Highland (NHSH and the Highland Council). This ensures that NHSH, the Highland Council, managers, NMAHP leaders, NMAHP staff and those they delegate care to ensure safe, effective and person centred care within the Professional Assurance Framework. The Partners will ensure that the principles, framework, and structure are also embedded when It is also relevant to the commissioning of independent sector services by both partners.

4.2.10.3 There is, and will continue to be, an Board Nurse Director who has responsibility for the scrutiny of Delegated Functions and but s/he requires to ensure that both the Highland Council and NHS Highland fulfil their responsibilities, to enable NMAHPs

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to also fulfil their professional accountabilities and service responsibilities.

4.2.10.4 The Board Nurse Director ensures, and will continue to ensure, that an NHS Lead Nurse and an NHS Lead AHP and The Highland Council Commissioned Health Services Lead Officer overseeing all health services 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 Board Nurse Director to deploy their role.

4.2.10.5 The Board 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 to provide appropriate expert NMAHP advice and guidance to inform decision making. The Board 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.

4.2.10.6 The Board Nurse Director will determine formal deputising arrangements to cover any period of her/his absence.

4.2.10.7 **Other Means and Forums to ensure Effective Professional NMAHP Leadership**

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

- retain seats on are appointed to the NHSH NMAHP Advisory Committee;
- remain on are appointed to the NHSH NMAHP Leadership Committee;
- contribute to setting and auditing of relevant professional standards and policies;
- retain appropriate links with Clinical Governance Structures.

4.2.10.8 The Board Nurse Director in Highland will remain an employee of NHS Highland (NHSH), which will retain appointment and removal powers of the Board Nurse Director.

4.2.10.9 Where Health Care staff in The Highland Council have a concern about matters of clinical governance they have immediate recourse to the NHS Highland Principal Officer for Nursing, NHS Highland Principal Officer for AHPs, and The Highland Council Commissioned Health Services Lead Officer and through the Professional Leadership structure, to the Director of Nursing.

4.2.10.10 The Board Nurse Director will hold professional accountability for all Nursing, Midwifery and AHP Staff within The Highland Council and providing services under the Lead Agency arrangements. The Board Nurse Director will be accountable for the standard and quality of all NMAHP services and will provide strategic leadership for the overall development of NMAHP practice and associated workforce planning. The PON and POAHPs, or any equivalent posts, are members will be appointed to and continue to have membership of the NHS Highland Nursing, Midwifery and AHP Professional Advisory Committee.

4.2.10.11 The Chief Social Work Officer will hold professional accountability for all

Social Care staff within NHS Highland and providing services under the Lead Agency arrangements. This responsibility will be discharged through the Director of Adult Social Care in NHS Highland.

4.2.11 **Child Protection**

4.2.11.1 A professional leadership and support framework for delivering the health child protection function through Integrated Children's Services will be in place to the satisfaction of the Lead Doctor for child protection and the Board Nurse Director.

4.2.11.2 In addition, the Lead Doctor for child protection provides professional support, advice and directs statutory requirements regarding practice pertaining to health child protection together with the Lead Nurse Child Protection (Health).

4.2.12 **Public Health: Accountability and Reporting Arrangements**

4.2.12.1 The Public Health Leadership Framework draws on:

- the United Kingdom Public Health Register (UKPHR) standards and competencies for public health registration,
- the Professional Standards for Health Promotion (Royal Society for Public Health),
- the Director of Public Health's current Job Description.

4.2.12.2 The principles, Leadership Framework and structure are embedded in the governance and management structures that are developed for both integrated services in Highland (NHSH and the Highland Council). This ensures that NHSH, the Highland Council. managers, and public health specialists fulfill responsibilities set out in the Public Health Professional Assurance Framework. The Partners will ensure that the principles, framework, and structure are also embedded when commissioning of independent sector services.

4.2.12.3 The Director of Public Health ensures that both the Highland Council and NHS Highland discharge the public health function to meet the standards and competencies for Public Health and Health Promotion and contributes to the development of public health practice.

4.2.12.4 The Director of Public Health provides specialist public health staff with support and additional expertise to enable them to fulfil their professional accountabilities and service responsibilities.

4.2.12.5 The Director of Public Health 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 to provide appropriate expert public health advice and guidance to inform decision making. The Director of Public Health must be enabled to influence corporate issues, such as performance management, managing risk, and budget priorities in both organisations. This will include involvement in the main strategic committees of the two lead agencies. For children and young peoples' services, appropriate expert public health advice and guidance will be provided through the NHSH Child Health Commissioner and also involves supporting the development of shared journeys of health care between the Partners.

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4.2.12.6 The Director of Public Health will remain an employee of NHS Highland (NHSH), which will retain appointment and removal powers.

4.2.12.7 The Director of Public Health will be accountable for the standard and quality of the specialist public health/health improvement function and will provide strategic leadership for the overall development of public health/health improvement practice and associated workforce planning.

4.2.12.8 The Director of Public Health with report annually to the Chief Executives of both Lead Agencies to comment on the health of the local population and on how health and services could be improved.

4.2.12.9 The Public Health Director will determine formal deputising arrangements to cover any period of her/his absence.

4.2.12.10 The Director of Public Health is responsible for ensuring further means and forums for ensuring effective specialist public health within both Lead Agencies. This will include ensuring that public health specialists and practitioners employed by NHSH and The Highland Council:-

- retain professional links with public health/health improvement specialist teams;
- retain links to various public health networks and peer networks;
- contribute to setting and auditing of relevant professional standards and policies;
- retain appropriate links with professional Governance Structures;
- develop knowledge, skills and practice in line with UKPHR standards and competencies for Public Health registration, the Professional Standards for Health Promotion (Royal Society for Public Health), and the UKPHR practitioner standards for health improvement and health promotion.

4.3 Civil emergencies and Emergency Planning

4.3.1 Care for People

4.3.1.1 The Partners are committed to:

- Developing implementation plans based on Preparing Scotland – Care for people affected by emergencies (Scottish Government 2009).
- Collaborating effectively with other each other, in deploying staff and resources, in response to major incidents.
- Re-deployment of staff across both Partners at times of emergency or as contingencies will be subject to agreement between the Partners and based on appropriate risk assessments (carried out in close liaison between the Partners) by the respective Partners.

4.3.1.2 Lead responsibilities are set out in Annex 5.

4.3.1.3 HC's Health & Social Care ECO will chair the Care for People Group, and have oversight of responsibilities.

4.3.2 Public Health Nursing (PHN) Workforce

4.3.2.1 Although the PHN workforce activity is mainly centered around children and families, they contribute, when short term, intensive or geopgraphical

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spread activity is required, to:

- mass immmunisation and helpline support during epidemics, pandemics as well as using every-day contacts to inform and advice members of the public, colleagues in other agencies etc;
- Contact tracing following positive diagnosis of notifiable diseases;
- Visiting new entrants to the UK;
- Supporting public health investigations.

4.3.2.2 In most areas service contingency plans include PHNs contributing to service continuity by drawing on their generic nursing skills when required e.g.: Providing hospital and community services during extreme weather conditions; and Providing support during major incidents.

4.3.2.3 In relation to public protection and service continuity, NHSH relies on its ability to draw on this PHN workforce rapidly, when and where required. The demand in most cases, is usually difficult to predict and difficult to quantify. In light of all this, HC undertakes to ensure that NHSH continues to have immediate and direct access to the PHN workforce to ensure it can respond to public health and service continuity demands.

4.3.3 There may be occasions when additional costs will be incurred in providing appropriate care to people affected by emergencies. These costs will usually be associated with the use of premises as an Emergency Support Centre; the provision of supplies/equipment to meet immediate welfare needs; providing refreshments; providing subsequent temporary accommodation, e.g. in guest houses, bed & breakfast establishments and hotels. This list is not exhaustive but such costs will be met as provided for in section 6. Every effort should be made to minimize such expenditure, and an accurate record of all costs must be maintained by the incurring Partner as appropriate. Where expenditure is, or is likely to be significant, then each Partner will advise the other of this at the earliest opportunity, invoices will be raised within 6 months of the expenditure being incurred and payment will be made expeditiously.

4.4 Training/ Support for Continuing Professional Development

4.4.1 To ensure maintenance of quality standards and registration there will be an ongoing need for training/support for skills maintenance and continuing professional development for staff providing delegated services under the Lead Agency arrangements. In furtherance of this, each Partner's staff has, and will continue to have, access to all training/continuing professional development of the other Partner, as appropriate to role and needs identified through development planning processes.

5. WORKFORCE

5.1 The Highland Council and NHS Highland will commit to developing workforce plans to support the delegated and conjunction functions.

5.2 These plans will be developed with full involvement of the Staff Partnership Forums in the Council and NHS Highland.

5.3 The Highland Council and NHS Highland will also commit to putting in place appropriate Organisational development to support the emerging integrated workforce for Children and adult services.

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5.4 These workforce and Organisational Development plans will be worked up in conjunction with development of the Strategic Plan and be effective from April 2016.

5.1 The Highland Council and NHS Highland started the development of integrated services for children, young people and adults across the Highland Council area in 2010, with Integration progressing in April 2012 in line with Lead Agency arrangements, as detailed within a Partnership Agreement. Workforce and organisational change and development flowed from that. This Integration Scheme builds upon that work. Staff that transferred between the Partners are now embedded within the Lead Agency that employs them and are generally covered by the Lead Agencies policies and procedures for development and support, which, along with organisational development, will be kept under periodic review by each Lead Agency..

6 FINANCE

Specific clause 6.26.5 within this agreement is time limited, and applying to financial year 2021/22 only. The intent is that this clause is reviewed during the course of 2021/22, and agreement is reached on arrangements to apply thereafter. In the event that agreement is not reached, for whatever reason, in the context of this over-arching integration agreement, this clause would cease to apply.

Revenue

6.1 Highland Council and NHS Highland will each make a Financial Contribution (quantum) to the other in respect of each financial year, to support revenue expenditure in relation to Delegated Functions. They will also make a budget available in respect of each financial year, to support revenue expenditure in relation to Conjunction Functions.

6.2 The budget for Conjunction Functions for each Financial Year shall be determined in accordance with the normal budget setting process of each Partner. The cost of the District General Hospital will be disaggregated to localities using activity data and a measure of unit cost.

6.3 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 by the delegating Partner following negotiation with the other Partner and based on recommendations made by the Adult Services Resources and Commissioning Group (or successor Group) or Chief Executive Officer and the Children's Services Resources and Commissioning Group (or successor Group) or Chief Executive Officer. In this connection by an agreed date each year, each Partner shall report to the appropriate group to highlight the financial forecast and provide detail in relation to pay increases, inflationary costs and any demand led cost pressures and other adjustments as provided for in clause 6.9.2. Once determined, and before the commencement of the relevant financial year, the other Partner will be formally advised by letter of the amount of Financial Contribution for the forthcoming Financial Year.

6.4 In progressing negotiations, the following principles will apply:

6.4.1 the Partners will act in good faith and in a reasonable manner;

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6.4.2 the Partners will display flexibility and pragmatism;

6.4.3 the Partners will be open and transparent with information about performance and financial status i.e. open book accounting;

6.4.4 the Partners will accept the integrity of information provided;

6.4.5 the Partners will co-operate fully with the other;

6.4.6 the Partners will provide early information and notice about relevant problems and initiate early dialogue;

6.4.7 the Partners will follow set out processes without delay and within agreed timeframes.

6.4.8 the Partners recognise the benefits of longer-term and multi-year financial planning and the external constraints that may apply in terms of the timing and duration of Scottish Government financial settlements, and accordingly as far as practicable the Partners will endeavour to take a multi-year approach to financial planning, beyond the specific annual requirements as set out in this Scheme.

6.5 The Partners' respective Directors of Finance (or equivalent posts) will meet by an agreed time 1 September each year:-

6.5.1 to consult on their proposed timetables for forward financial planning and budget setting in respect of Integrated Services; and

6.5.2 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.

6.6 Partners will use best endeavours to provide to the Director of Finance(or equivalent post) 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.

6.7 So far as possible, the Partners' respective Directors of Finance (or equivalent posts) 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.

6.8 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 no later than 1 October prior to the commencement of a financial year and be completed within agreed timescales by no later than 31 January prior to commencement of the financial year.

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6.9 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 as follows:-

6.9.1 The starting position is the Financial Contribution made in the immediately preceding Financial Year, excluding any adjustment made in that preceding financial year relating to risk sharing as per the provisions in clause 6.26.5 which are time limited and relate to financial year 2021/22 only, and excluding any amounts in the preceding financial year which are one-off and non-recurrent items.

6.9.2 This will then be adjusted to take account of: -

6.9.2.1 projected activity changes, e.g. arising from client numbers, demographic pressures, increased prevalence of long-term conditions, clients transitioning between services, planned changes;

6.9.2.2 benchmark data (e.g. age-specific weighted spend per capita) and other information and analysis as may be provided by the Director of Finance (or equivalent post) of the Partner which is responsible for those Integrated Services, including performance data produced in relation to agreed performance indicators as benchmarked against other partnerships.

6.9.2.3 revenue consequences of capital expenditure,

6.9.2.4 projected increases in unit costs arising from pay awards, contractual uplifts, and price increases /inflation

6.9.2.5 improvements in service quality and outcomes and other KPIs produced for the Scottish Government and any other local indicators that may be agreed by the Joint Monitoring Committee;

6.9.2.6 legislative change which impacts on the cost of delivery of Delegated Functions;

6.9.2.7 Local Government and NHS Financial settlements;

6.9.2.8 additional one-off funding provided or to be provided to a Party or Parties by the Scottish Government, or some other body, for expenditure in respect of Delegated Functions;

6.9.2.9 any changes via this Scheme to Delegated Functions;

6.9.2.10 any other significant changes which may impact on the delivery of Delegated Functions;

6.9.2.11 aims within Strategic and Local Plans;

6.9.2.12 the previous Financial Year's budgetary performance;

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6.9.2.13 equity of resource allocation;

6.9.2.14 efficiency/savings/transformational targets or any increased income opportunities.

6.9.3 Adjustments will be evidence based with full transparency, and in the case of efficiency/savings/transformational targets will be accompanied by a clear assessment of their potential impact on outcomes and strategic objectives, and associated risks. Targets and assessments will be open to challenge by the Partners.

6.10 Each of the Partners will act in good faith and in a reasonable manner in progressing the negotiations referred to in clause 6.2 above, but In the event that agreement cannot be reached between the Partners prior to the end of 1 February preceding the commencement of the relevant Financial Year, the Partners will, within 7 days, refer the matter or matters in dispute for resolution, together with a supporting report and information, to their respective Chief Executives, who will, within 7 days of receipt of this, hold a meeting. Should any matter or matters remain unresolved after this meeting or any subsequent follow on meetings, then this will be reported to HC, NHSH and the Joint Monitoring Committee, and the Partners will refer the matter or matters still in dispute for mediation and, as needed, onward as provided for under the dispute resolution process set out in section 14.

6.11 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 6.2 (and, where applicable, section 14) by the commencement of the relevant Financial Year, the Financial Contribution by that Partner in respect of that Financial Year will be payable from the start of the relevant Financial Year 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); excluding any adjustment made in that preceding financial year relating to risk sharing as per the provisions in clause 6.26.5 which are time limited and relate to financial year 2021/22 only, and excluding any amounts in the preceding financial year which are one-off and non-recurrent items under clause 6.2 (and, where applicable, section 14), as and when the amount of the Financial Contribution has been determined, 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.

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VAT

6.12 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.

6.13 The Partners agree to adopt "Partnership Structure (b)" in relation to the Integrated Adult Services as described in the VAT Guidance through which NHSH 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.

6.14 NHSH 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. NHSH will ensure that the invoice is in a format which satisfies the requirements of HM Revenue and Customs with respect to reclaiming VAT.

6.15 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 NHSH.

Grants

6.16 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 or Conjunction Functions from time to time; where possible, each Partner will give to the other access to the bidding process for more general grants for Delegated Functions otherwise only made available to that Partner.

6.17 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 or Conjunction 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.

6.18 Where either Partner is awarded a grant of a more general nature (i.e. which does not specifically relate to Delegated Functions or Conjunction 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.

6.19 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.

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In year variations - General

6.20 In-year variations Without prejudice to the provisions set out above, The Director of Finance (or equivalent post) 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 or budgets for Conjunction Functions in respect of the current or immediately succeeding Financial Year

6.21 The Director of Finance (or equivalent post) / 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 or budgets in respect of Conjunction Functions in the current Financial Year or the period covered by the Performance Management 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.

6.22 This requirement is ongoing and additional to the following arrangements.

In year variations - Overspends

6.23 The Lead Agency is expected to deliver outcomes within the total Integrated Budget. Where recurrent overspending a forecast overspend (or a shortfall in income) in relation to the first a Financial Year is projected in respect of an element of the budget for Integrated Adult Services or Integrated Children's Services, then in the first instance it is expected that the Lead Agency will identify the cause of the overspend and agree immediate and appropriate corrective action, which may include virement from another arm of the Integrated Budget in line with the relevant Financial Regulations.

6.24 If corrective action by the Lead Agency does not resolve the overspending issue within 4 weeks, then the relevant Chief Executive Officer and both Partners Directors of Finance (or equivalent posts) must, within 4 weeks thereafter, agree an action plan to balance the overspending budget 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 may:

6.24.1 amend the commissioned outcomes and activity within the first Financial Year to bring the projected spend in line with the budget; and/or

6.24.2 make provision for one or both Partners to make additional one-off payments and recover these from their baseline payment in the next Financial Year; and/or

6.24.3 identify the other 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.

6.25 If an action plan cannot be agreed within 4 weeks, both Partners Directors of Finance (or equivalent posts) will, within 7 days, refer the matter or matters in dispute for resolution, together with a supporting report and information, to their respective Chief Executives, who will, within 7 days of receipt of this, hold a meeting. Should any matter or matters remain unresolved after this meeting or any subsequent follow on meetings, then this will be reported to HC, NHSH and the Joint Monitoring Committee, and the Partners will refer the matter or matters still in dispute for mediation and, as needed, onward as provided for under the dispute resolution process set out in section 14.

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6.26 Where an overspend is evident at the end of a Financial Year, then the following arrangements will apply to address the overspend: -

6.26.1 use of any under spend on another arm of the Integrated Budget;

6.26.2 where an overspend remains, then:
6.26.2.1 in respect of Integrated Children's Services, use of any uncommitted earmarked reserves held by Highland Council for these servicest;
6.26.2.2 in respect of Integrated Adult Services, use of any uncommitted earmarked reserves that Highland Council may have agreed to hold on behalf of NHS Highland for these services;

6.26.3 where an overspend remains, then revising Strategic Plans to enable the overspend to be recovered in subsequent years;

6.26.4 where it is not possible to revise Strategic Plans then the arrangements for addressing the remaining overspend will be discussed and agreed between the Partners;

6.26.5 for the Financial Year 2021/22 only, where any efficiency/savings/transformational targets have been challenged but nevertheless applied in relation to any specific arm(s) of the Integrated Budget for either Integrated Adult Services or Integrated Children's Services, and despite the best efforts of the relevant Lead Agency to achieve them, an overspend results at year end that otherwise would not have applied but for those targets, then the overspend, or relevant part thereof, will be shared between the Partners on a 50/50 basis. Other than for the Financial Year 2021/22, this clause will cease to apply unless any specific agreement has been reached to continue or to replace it.

In year variations - Underspends

6.27 The Lead Agency is expected to deliver outcomes using the total Integrated Budget. Where a recurrent forecast under-spend (or an over-funding of delegated resource) is projected in respect of the first a Financial Year in relation to an element of the budget for Integrated Adult Services or Integrated Children's Services, then in the first instance it is expected that the Lead Agency will identify the cause of the underspend and where outcomes are not being achieved, and where this is not expected and due to any external prevailing circumstances beyond the control of the Lead Agency, agree immediate and appropriate corrective action to ensure that outcomes are achieved.

6.28 If corrective action by the Lead Agency does not resolve the underspending issue within 4 weeks and outcomes are not being achieved, and where this is not expected and due to any external prevailing circumstances beyond the control of the Lead Agency, then the relevant Chief Executive Officer and both Partners Directors of Finance (or equivalent posts) must agree, within 4 weeks thereafter, 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 may:

6.25.1 amend the commissioned outcomes and activities within the first Financial

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Year to bring the projected spend in line with the budget; and/or

6.25.2 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.

6.29 If an action plan cannot be agreed within 4 weeks, both Partners Directors of Finance (or equivalent posts) will, within 7 days, refer the matter or matters in dispute for resolution, together with a supporting report and information, to their respective Chief Executives, who will, within 7 days of receipt of this, hold a meeting. Should any matter or matters remain unresolved after this meeting or any subsequent follow on meetings, then this will be reported to HC, NHSH and the Joint Monitoring Committee, and the Partners will refer the matter or matters still in dispute for mediation and, as needed, onward as provided for under the dispute resolution process set out in section 14.

6.30 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. Where an action plan is unsuccessful and an underspend is evident at the end of a Financial Year, then the following arrangements will apply: -

6.30.1 the underspend will be applied to offset any overspend on another arm of the relevant Integrated Budget;

6.30.2 where an underspend remains and this was planned to help fund capacity in subsequent years of Strategic Plans, or arose due to any external prevailing circumstances beyond the control of the Lead Agency then this may be carried forward:

6.30.3.1 in respect of Integrated Children's Services by way of earmarked reserves held by Highland Council for these services, and

6.30.3.2 in respect of Integrated Adult Services, and subject to discussions with and agreement of Highland Council, by way of earmarked reserves held by Highland Council on behalf of NHS Highland for these services.

6.30.3 where an underspend remains that is not being carried forward in terms of clause 6.30.2 then the arrangements for addressing this will be discussed and agreed between the Partners.

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 NHSH will be accountable to the Chief Executive of HC for the Delegated Revenue Resources for Adult Integrated Services and the NHSH 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 NHSH 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.

Capital Assets and Expenditure

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6.31 Arrangements for asset management and capital In order to facilitate the delivery by NHSH of Integrated Adult Services and the delivery by HC of Integrated Children's Services, HC has put in place a number arrangements.

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 have entered into a number of Shared Occupancy Agreements 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 and the Scottish Ministers have procured that the any necessary landlord of any properties leased by HC shall grant such consents for these Agreements 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;

6.32 Where leases Licences to Occupy have been agreed granted by HC to the Scottish Ministers In order to facilitate the delivery by NHSH of Integrated Adult Services:

6.32.1 the properties will continue to be occupied 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.

6.32.2 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 property arrangement.

6.32.3 NHSH 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.

6.33 The Partners acknowledge the need to review the property arrangements referred to in

clause 6.31 and 6.32 and to develop a long-term model for property ownership and management to support delivery of integrated services. To this end the Partners agree to establish a Joint Property and Asset Management Board to:

6.33.1 Review all arrangements and to make recommendations to the Partners on such long-term arrangements. Recommendations will include fully worked up action plans and include proposed procedures for the sale/lease/sub-lease of property, the destination of capital receipts, the possible insertion of economic burdens in titles to be transferred, and any restriction on sale or hand back (should property cease to be used for Delegated Functions) by the Receiving Authority and related matters.

6.33.2 Review all insurance policies and arrangements, including the process for payment of premiums, process for ensuring compliance with insurance provisions, process for each Partner advising the other of changes or claims, and make appropriate recommendations to the Partners.

6.33.3 Ensure that the interest of NHSH is noted on any commercially tenanted policies of insurance maintained by HC re Adult Services DF Accommodation, with a waiver of subrogation rights against NHSH under those policies.

6.33.4 Review property related indemnity arrangements and make appropriate recommendations to the Partners.

6.33.5 Consider and recommend to the Partners a procedure for considering the calculation of annual maintenance budgets.

6.33.6 Consider and recommend to the Partners a procedure for considering the property implications of any additions to/removals from Delegated Functions that may be proposed in any future reviews of this Scheme.

6.33.7 Manage issues that may arise from time to time regarding occupation of property, including maintenance thereof, and use of telephony, and ICT infrastructure within the premises.

6.33.8 Consider any outstanding issues relating to arrangements for IPR, databases, ICT Infrastructure, Special Equipment, and other equipment, vehicles, furniture etc., that has not been agreed by the Partners by the end of March 2022, as provided for in clause 6.34.

6.33.9 Consider and recommend to the Partners arrangements for any property to be used to support delivery of Integrated Services and not subject to either a Shared Occupancy Agreement or Licence to Occupy.

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.

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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.

6.34 The Partners shall, during the first Financial Year by the end of March 2022, discuss and agree revised arrangements in relation to IPR, databases, and Special Equipment, and any other equipment, vehicles, furniture etc, that may have been made available to support integrated services, 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.

6.35 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.

6.36 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

6.37 All capital expenditure (whether for replacement or capitalised maintenance) on assets used in connection with the exercise of Delegated or Conjunction Functions will, in the case of Delegated Functions, be funded by the Partner which delegated the relevant Delegated Functions, and in the case of Conjunction Functions, be funded by the Partner whose functions they are.

6.38 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.

6.39 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.

6.40 The Partners shall consider whether any capital expenditure shall be required for Delegated Functions in line with the strategies referred to in the Performance Management 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: -

6.40.1 the capital requirement;
6.40.2 which of the Partners is to incur the Capital Expenditure;
6.40.3 any transfers of funding to be made between the Partners
6.40.4 ownership of any newly acquired asset and any arrangements for use by the Partners or third parties, including any limitations as to use; and
6.40.5 the revenue consequences which are incurred directly as a result of capital expenditure.

6.41 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.

6.42 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

6.43 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.

6.44 Where any action is proposed by one Partner that might reduce the value of assets made available under the Arrangements to the other Partner, the Partners' respective Directors of Finance (or equivalent posts) 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.

Contracts

6.45 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 Delegation Function.

Governance

6.46 Each Lead Agency Party will act as host partner for the Delegated Revenue Resources and will provide the systems necessary for financial governance of the Integrated Budget.

6.47 At the Commencement Date, the Chief Executive of NHSH will be accountable to the Chief Executive of HC for the Delegated Revenue Resources for Adult Integrated Services and the NHSH 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 NHSH and HC's financial governance systems will apply to the Delegated Revenue Resources.

6.48 The Integrated Budget in respect of Integrated Adult Services and Integrated Children's Services may be expended as necessary to undertake the relevant Delegated and Conjunction Functions and to deliver the outcomes for Integrated Adult Services and Integrated Children's Services.

Management and Reporting - General

6.49 Financial management and financial reporting arrangements In respect of the first each Financial Year, the Directors of Finance (or equivalent posts) of each Lead Agency in respect of Integrated Adult Services will provide the other with a set of their organisation's audited accounts and separately produce an audited income and expenditure statement for the Arrangements relating to Integrated Adult Services; this

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statement will show the funds Financial Contribution 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".

6.50 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.

6.51 If during the accounts closure process any material issue arises in respect of Integrated Adult Services, or (as the case may be) Integrated Children's Services the Arrangements, that will affect the accounts of the other Partner, this will be notified to the other Partner at the earliest opportunity.

6.52 Prior to finalising their accounts, the Partners' respective Directors of Finance (or equivalent posts) 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.

6.53 The Partners shall report to the Joint Monitoring Committee in relation to Integrated

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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.

6.54 Copies of final accounts (and reports on such accounts) prepared by the Director of Finance (or equivalent post) of each Partner will be shared with the other Partner at the earliest opportunity.

6.55 The agreed content of the financial monitoring reports. The Partners will, on reasonable request, prepare reports on any aspect of the Arrangements 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. As a minimum, the content should include annual budget, year to date budget, year to date expenditure and forecast expenditure to year-end. Material variances should be explained by a commentary which should include corrective action.

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, NHSH will co-operate with elected members to ensure that they receive the same level of provision of information from NHSH after the Commencement Date; however, unless the Law requires otherwise, nothing in this Scheme shall permit or require NHSH 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.

6.56 Where either Partner's Scrutiny Committee (or equivalent committee) or Officer Scrutiny Group (or equivalent group) is undertaking any work relating to the exercise by the other Partner of any of the Adult Delegated Functions, that Committee or Group shall have the same power to request any NHSH employee of the other Partner it reasonably believes may be able to assist its work to attend before it and answer questions as if that employee were an its own employee of HC and each Partner shall, after receipt of appropriate notice, use its best endeavours to facilitate its employee's compliance with any request made under this clause 6.57.

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6.57 As part of the obligations pursuant to clause 6.56, the appropriate director/head of service of NHSH the relevant Partner will be required, after receipt of appropriate notice, to attend HC's adults and children's services the other Partner's Scrutiny committee (or equivalent committee).

6.58 If the Partners Directors of Finance believe that it would promote the efficient operation of these Arrangements, , they may agree supplementary protocols in relation to the management and provision of information relating to the finances of the Arrangements from time to time, which protocols may also include supplementary guidance and scenario examples to assist the understanding of the operation of the financial provisions contained within this Scheme.

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.

Frequency and content of budget monitoring reports

6.59 In the first In addition to general reporting requirements, each Financial Year, budget 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 (or equivalent post) of the relevant Lead Agency and will include:-

6.59.1 consideration of year to date spend and income;
6.59.2 consideration of projections of full year spend and income;
6.59.3 consideration of any financial implications for the first Financial Years together recommendations to adjust the financial contribution in the first financial year, if appropriate
6.59.4 consideration of any financial implications for subsequent Financial Years together with explanations of any major variation.

6.60 The Partners' respective Directors of Finance will agree the format of budget monitoring reports

6.61 The Partners' respective Directors of Finance will exchange budget monitoring Reports monthly within 20 working days of each month end.

Cash Flow

6.62 Schedule of cash payments to be made in settlement of the payment due to the Health Board and Local Authority for delegated functions. Without prejudice to clause 6.10, the Partners' respective Directors of Finance (or equivalent posts) will seek to agree quarterly payment profiles for cash transfers between the Partners , in settlement of the Financial Contributions due to the other, 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.

6.63 Cash transfers will be made by each Partner each quarter after receipt of invoices from the other Partner and will incorporate:-

6.63.1 payment of one quarter of the Financial Contributions (quantum) in respect of Delegated Functions to the other Partner;
6.63.2 adjustments for payments made (income received) each quarter on behalf of the other Partner;
6.63.3 any other sum which may become payable and invoiced each quarter between the Partners.

Invoicing etc

6.64 With regard to Adult Services Delegated Functions, applicable care charges will be collected using the systems and hardware of NHS Highland.

6.65 Any new charges or proposed increase that exceeds the average in year Consumer Price Index uplift will be put forward by NHS Highland for consideration and approval by The Highland Council (by the appropriate Council officer or Committee as required).

6.66 Enforcement of charges for Adult Services will be undertaken by NHS Highland. NHS Highland will have the power to waive/write off charges invoiced.

6.67 With regards to Children's Services, payments for the reimbursement of patient travel expenses will not be part of NHSH's Financial Contribution and will continue to be paid using the systems and procedures of NHS Highland.

6.68 It is agreed that cross charging for services provided by either Partner to the other will be kept to a minimum. Notwithstanding this generality, where the levying of a charge from one Partner to another is unavoidable, it is agreed that the charge will be restricted to the actual cost of that service, which actual cost will be demonstrated to the Partner on whom the charge is levied.

Children's Services Support Arrangements

6.69 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.

Civil Emergencies and Emergency Planning

6.70 All costs incurred and that require to be met in relation to clause 4.3.3, shall be submitted for consideration to the Care for People Group who, after such consideration, will submit their recommendations to the Joint Officer Group for determination.

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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. The persons, groups of persons and representatives of groups of persons consulted are listed below:

NB Consultation process still to be undertaken.

All stakeholder groups as prescribed in the Public Bodies (Joint Working) (Prescribed Consultees) (Scotland) Regulations 2014 were consulted by the Parties in the development of this revised Scheme. Annex 6 details the stakeholders who were consulted and the methods of consultation. Any feedback received was taken into account in finalising this revised Scheme.

- Health professionals
- Users of health care
- Carers of users of health care
- Commercial providers of health care
- Non-commercial providers of health care
- Social care professionals
- Users of social care
- Carers of users of social care
- Commercial providers of social care
- Non-commercial providers of social care
- Staff of the Health Board and local authority who are not health professionals or social care professionals
- Non-commercial providers of social housing
- Third sector bodies carrying out activities related to health or social care

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

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- Locality engagement – District Partnerships
- Impact on Secondary care services

Development and review/evaluation of involvement structures	A large number of stakeholder groups identified representing a variety of users and carers. Communications post established NHS Highland / Highland Council communications and engagement strategy approved. General awareness raising through website, media, links with community councils, ward forums and leaflets delivered to public buildings and user groups. This targeted users and providers of services in the local areas. Baseline survey carried out with service users Every community care service user or carer group contacted and offered face to face meeting Literature review on consultation with children and young people to understand perspective on what constitutes a good children's service, overseen by educational psychologist Housing colleagues involved in developing the outline of services at Strategic and Operational levels. Members and Officers of Argyll and Bute Council received regular updates of progress and had opportunities through Board membership to comment and influence.

Arrangements for involving harder to reach groups	Planning for Fairness prepared and harder to reach groups identified Focus group with people who used particular services (e.g. day centre, care homes) Care at home workers delivered a letter to all clients Meetings with service users and carer groups held in each district

Arrangements for communication	Series of consultation workshops with children,

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with the public	young people, families and carers facilitated through Highland Children's Forum Series of meetings held with parents of children with additional needs 10 public meetings held across the region at which staff from across agencies were able to raise issues. Meetings with third and independent sector providers of Health and Social Care
Reporting on outcomes (and progress in integration) to the public	Ongoing reporting and updates via multiple channels including board meetings, regular media releases and feed-back to groups Development of seven district partnerships with meetings held in public and engaging Elected members, staff, clinicians and users and carers. Integration assessed as part of the participation standards co-ordinated through Scottish Health Council
Training and on-going support for user/public members of the Board	Committee chairs provide initial and ongoing support to user and carer members of their committees.
How feedback from users/public feeds into governance arrangements	Review of governance structures and establishment of new overarching health and social care committee with public members. (Meetings held in public). 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. Third Sector Engagement compact is in place between HC and NHSH and the Third Sector. For Highland's Children ensures the inclusion and engagement of young people in the development of strategic plans. Former Adult and Children's Services Committee (now Education, Children and Adults Services

	Committee) aims to enable children and young people to achieve their full potential by promoting their participation in the committee.

Information for how people can get involved	Ongoing work through two major public consultations on proposed major service changes in two areas. Involved sending information to all homes NHS Highland newspaper delivered to all homes includes information on how people can get involved Ongoing programme of how people can get involved at all levels: board, committees, groups

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7.3 Current NHS Highland participation and engagement strategy is based on Scottish Government guidance on major service change. Due for refresh, this will be submitted to NHS Highland Board on which there is Highland Council membership.

7.4 Current Highland Council participation and engagement policy is outlined in the Highland Council Engagement and Partnership Framework. The Staff Partnership Forum comprising elected members, senior managers and staff side representatives supports the Engagement and Partnership Forum.

7.2 The Partners have participation and engagement strategies, forums and networks to ensure significant engagement with, and participation by, members of the public, representative groups and other organisations in relation to decisions about the carrying out of integration functions. In addition, the Integrated Children's Services Plan has a Participation Strategy to ensure that voices of young people are caught.

7.3 The Strategic Plans will be reviewed at least every three years and will follow the required consultation approach as set out in the regulations. The Integrated Joint Monitoring Committee has a role in ensuring that the participation and engagement strategies of both organisations deliver the required involvement of stakeholders throughout the development and review process.

7.6 The improvement of outcomes for older people and for early years/young people is embedded in the Highland Single Outcome Agreement (SOA). SOA and this has involved briefings on the integration approach in Highland to all partners. In addition progress reports on outcomes for older people and early years/young people are provided to each CPP Board meeting to enable partner scrutiny. All partners are aware of the integration arrangements in Highland and what they are achieving..

7.7 The CPP is currently working on reviewing local community planning arrangements to ensure they reflect the requirements of the Community Empowerment legislation. Both parties are actively involved in this process to continuously develop and improve participation arrangements. This is being supported by the CPP work to develop a Community Learning and Development Strategy to ensure that partnership resources are targeted to communities which most need support to participate in decisions affecting them. Over the next 12-18 months we expect to see new arrangements being tested across localities in Highland for the full engagement of all public bodies and the third sector in improving outcomes and reducing inequalities and for improved participation of people and communities.

7.4 Given increased recognition that people experience better outcomes when they are directly involved in making the decisions about things which impact on them and their communities, community participation is a core outcome embedded within the Highland Outcome Improvement Plan 2017-2027, the implementation of which is overseen by the Highland Community Planning Partnership (CPP) Board. Progress reports on outcomes are provided quarterly to the CPP Board to enable partner scrutiny. The Partners are committed to prioritising this within the CPP partnership and will focus on continued engagement throughout the duration of this scheme.

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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. The Partners recognise the need to share information and have committed to the establishment of a Joint Controller Agreement to manage the sharing of information.

8.2 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.

8.2 Each Partner will:

8.2.1 ensure 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; and

8.2.2 highlight and to report any breaches promptly via their agreed governance mechanisms, and to take appropriate remedial action.

8.3 Each Partner will 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.

8.5 The Highland Data Sharing Partnership (DSP) 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. The DSP recognises that the lead agency model affords effective means to ensure the safe and appropriate sharing of data, and the Partnership is updating its plans for the electronic sharing information within and between the agencies.

8.4 The Joint Controller Agreement to be put in place will apply to all delegated and conjunction functions from the date on which they are delegated.

8.7 The Highland DSP will ensure going forward that the Information Sharing Protocol (ISP) will take account of the work developed and delivered as part of the Health and Social Care Data Integration and Intelligence Project (HSCDIIP) and to ensure continuing compliance with the Scottish Accord on the Sharing of Personal Information (SASPI). The SASPI framework enables NHS and Local Authority organisations directly concerned with the safeguarding, welfare and protection of the wider public to share personal information between them in a lawful and intelligent way.

8.5 Each Partner's staff will continue to have access to the intranet site of the other where material on data management and governance can be found. This will support their understanding of legislation, policies and standards that govern the management of data relating to the delegated services for which they are the Lead Agency. Staff, via the intranet sites, will also have access to the relevant information regarding professional standards, policies and procedures that apply to all delegated services for which they are the Lead Agency.

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8.6 Each Partner's staff will continue to have access to such parts of the other's Databases and associated ICT infrastructure that are used in connection with, and support the delivery of, integrated services for which they are the Lead Agency. This is pending the implementation of any agreed revised arrangements in relation to Databases and a longer-term approach to ICT infrastructure between the Partners.

8.7 Each Partner recognises that elected members may be entitled to receive information in relation to adult social care in their role as local representatives and will endeavour to provide information where it is appropriate. However, if an elected member requires information regarding a specific service user they will be required to provide evidence that they are working on behalf of that service user.

8.8 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:-

8.8.1 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

8.8.2 other persons or bodies with an authorised monitoring or scrutiny function, including the Audit Committees of each partner, and the Local Authority Scrutiny Committee and Officer Scrutiny Groups (or equivalent groups) of each partner, having regard to the Partner's obligations of confidentiality, and the Joint Controller Agreement.

8.9 Where reasonably requested to do so and after receipt of appropriate notice, 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 8.8.

8.10 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.

8.11 The Partners will develop and agree a joint protocol for media management in relation to Delegated Functions.

9. COMPLAINTS

9.1 Each Lead Agency has a clear process for dealing with complaints as defined by directions and governing legislation, namely The NHS Complaints Procedure: Directions under The National Health Service (Scotland) Act 1978 and The Hospital Complaints Procedure Act 1985 ; National Health Service and Community Care Act 1990, the Social Work (Scotland) Act 1968; Social Work (Representations Procedure) (Scotland) Directions 1990 (The Directions). Scottish Public Services Ombudsman Act 2002.

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9.1.1 Information about how to complain is contained in leaflets widely distributed across Health and Social Care premises and the NHS Highland and The Highland Council websites. This ensures ease of access to the complaints systems.

9.1.2 Each Lead Agency has a clear procedure and designated department to direct complaints to, regardless of the service at the subject of the complaint.

9.1.3 Complaints regarding registered care services may also be made to the Care Inspectorate by telephone, in writing or through their website.

9.1.4 Complaints monitoring reports will be submitted by each Lead Agency, as and when requested, to the Joint Monitoring Committee.

9.1.4 Complaints Review Committee and access from the NHS

9.1.4.1 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. 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 NHSH will be reported to the Clinical Governance Committee.

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 Scheme or any of the Occupancy Agreements; or

10.3.2 a third party having failed to give its consent to the assignation, novation or partial assignation 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 appropriate insurances or arrangements in relation to insurance 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. The Risk Management System of each Lead Agency has been extended to cover the Delegated Functions as well the Conjunction Functions. This includes risk registers at Corporate and Operational levels.

12.2 The role of both the Chief Social Work Officer and Board Nurse Director as regards management of risk by the Partners is highlighted within section 4 of this scheme.

12.3 Specific financial risk sharing provisions agreed by the Partners are set out within section 6 of this scheme.

12.4 The Joint Monitoring Committee will oversee the continuing implementation of this Scheme and associated risks.

13. TARGETS AND PERFORMANCE MANAGEMENT

13.1 **Adult Services performance management framework**

13.1.1 This The Partners will jointly develop a Performance Management Framework that will:

i. enable monitoring and evaluation of performance across the outcomes identified in the Strategic Plan.

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

13.1.2 NHS Highland will report to The Highland Council's Health, Social Care & Wellbeing Committee (or successor committee) and onwards to the Joint Monitoring Committee on performance on a quarterly basis. This is through the Education, Children and Adult Services Committee with progress reported on a Balanced Scorecard. Targets will be regularly reviewed to ensure continued relevance and reflection of national, and

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any local, indicators and outcomes. Any changes to targets will be proposed to and agreed by the Joint Monitoring Committee.

13.1.3 NHS Highland will also continue to collate the full range of performance information, required for local and national reporting purposes, for both Partners.

13.1.4 The Partners will periodically review the Performance Management Framework to assess if it continues to be appropriate or requires further development.

13.2 **Children's Services performance management framework**

13.2.1 This The Partners will jointly develop a Performance Management Framework that will:-

i. enable monitoring and evaluation of performance across the outcomes identified in the joint Integrated Children's Plan;

ii. provide assurance to NHS Highland regarding the services that are commissioned as part of the lead agency arrangement.

13.2.2 The Highland Council will report to NHS Highland's Health & Social Care Committee (or successor committee) and onwards to the Joint Monitoring Committee on performance on a quarterly basis. This is through the Health and Social Care Committee of NHS Highland. Targets will be regularly reviewed to ensure continued relevance and reflection of national, and any local, indicators and outcomes. Any changes to targets will be proposed to and agreed by the Joint Monitoring Committee.

13.2.3 The Highland Council will collate the full range of performance information, as required for local and national reporting purposes, for both Partners.

13.2.4 The Partners will periodically review the Performance Management Framework to assess if it continues to be appropriate or requires further development.

13.3 Each Partner will provide the Joint Monitoring Committee with additional exception reporting and early warning of material variations in performance, together with any necessary remedial plans.

14 DISPUTE RESOLUTION MECHANISM

14.1 All disputes between the Partners arising out of or relating to the Scheme, except in relation to finance, may be escalated, by either Partner, to the Chief Executive of each of the Partners Joint Officer Group for resolution. In the case of a dispute relating to finance, except as otherwise provided for in section 6, then escalation will instead be to the Partners' Chief Officers and Directors of Finance.

14.2 If a dispute cannot be resolved by the Joint Officer Group, or the Chief Officers and Directors of Finance as the case may be, within 14 days, the dispute must, within 14 days thereafter, be escalated to the Chief Executive of each of the Partners for resolution.

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14.3 If a dispute cannot be resolved by the individuals to which the dispute has been escalated in pursuance of clause 13.1 Chief Executives wiithin 14 days, the dispute must, within 14 days thereafter, be escalated by them to the Joint Monitoring Committee for resolution. The Chief Executives will each provide the Joint Monitoring Committee with a written note outlining the particulars of the issues in dispute and their position on these.

14.4 If a dispute cannot be resolved by the Joint Monitoring Committee within 14 days, either Partner may proceed to mediation for resolution of the dispute; and

14.4.1 the Mediator shall be selected by mutual agreement or, failing agreement, within 14 days after a request by one Partner to the other, shall be nominated by the Centre for Effective Dispute Resolution (CEDR);

14.4.2 mediation shall proceed in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Parties.;

14.4.3 both Partners will co-operate with the Mediator, provide all necessary and material documents/information and afford the Mediator all necessary assistance which the Mediator requires to consider the dispute;

14.4.4 the fees of the Mediator shall be borne by the Partners in such proportion as shall be determined by the Mediator having regard (amongst other things) to the conduct of the parties.

14.5 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 Within 7 days following mediation, the Partners Chief Executives will meet to assess if the dispute can be resolved. If a dispute cannot be resolved after mediation then the dispute will, within 14 days thereafter be jointly referred by the Partners Chief Executives to an expert ("the Expert") who shall be deemed to act as expert and not as arbiter, for final determination; and

14.5.1 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;

14.5.2 within 14 days after the Expert has accepted the appointment, the Partners shall submit to the Expert a written report on the dispute;

14.5.3 both Partners will then afford the Expert all necessary assistance which the Expert requires to consider the dispute;

14.5.4 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 14.5.2 ;

14.5.5 save in the case of manifest error, decisions of the Expert shall be final and binding and shall not be subject to appeal;

14.5.6 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

14.5.7 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

14.6 Notwithstanding the escalation of any dispute, the Partners will use their best endeavours to resolve such disputes and may do so at any point in the escalation process.

Colour coding: Retained | Deleted | Changed | Moved | Added

Annex 1

Part 1
(sections 1.1, 3.1 and 6.39)

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

The functions listed in Column A below are the functions delegated by NHS Highland to The Highland Council. The Highland Council will carry out these functions in conjunction with their own functions listed in Column A of Part 2 of Annex 2, thereby integrating these delegated and conjunction functions under The Highland Council as the Lead Agency. The services listed in column B below are general descriptors of the services to which the functions listed in Column A relate.

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

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Ss 12, 31 Carers (Scotland) Act 2016	Young Carer Statement Local Carer Strategy
All functions of Health Boards conferred by, or by virtue of, Part 4 and Part 5 Children and Young People (Scotland) Act 2014;	Named Persons Child's Plan

Children' s services Support Arrangements :

HC and NHSH 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 date of delegation of functions 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 NHSH 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.

The current “Adult Social Care Commissioning, Contracts and Compliance Team”, previously the “Contracts Team within the Business Support” function which transferred from the Highland Council in 2012, has continued to deliver a shared service to the Highland Council in respect of children's services contracting functions and on the basis of the level and nature of those functions initially transferred. These functions are carried out on instruction from the Highland Council and are mainly related to contracting arrangements with third and independent sector providers. It is intended that the current shared service delivered by NHS Highland will cease no later than 1 October 2021, prior to which there will be a supported transition.

Further support arrangements in relation to children and young people

From the date of delegation of functions, 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 date of delegation of functions, 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

Colour coding:

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
(sections 1.1, 3.2 and 3.3)

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

The functions listed in Column A below are the functions of NHS Highland that will be carried out in conjunction with the functions delegated to them by The Highland Council that are listed in Column A of Part 1 of Annex 2, thereby integrating these conjunction and delegated functions under NHS Highland as the Lead Agency. The services listed in column B below are general descriptors of the services to which the functions listed in Column A relate.

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

Colour coding: Retained | Deleted | Changed | Moved | Added

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

Colour coding: Retained | Deleted | Changed | Moved | Added

Column A (function)	Column B (services)
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 Service (Scotland) Act 1978.	Reablement
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

Colour coding: Retained | Deleted | Changed | Moved | Added

Column A (function)	Column B (services)
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
S 31 Carers (Scotland) Act 2016	Local Carer Strategy

All Acute services delivered across the NHS Highland area and to the adult population of Highland are included in the Lead Agency. As defined in the regulations, this includes-

- Unplanned Inpatients
- Outpatients, Accident and Emergency
- Care of Older People
- Clinical Psychology
- Addiction Services
- Women's Health Services
- Allied Health Profession Services
- GP Out of Hours
- Public Health Dental Services

This applies to 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.

As required by regulations, acute services delivered across the Operating Area to Adults are included within the Lead Agency Arrangements. As defined within the regulations these are:

(a) accident and emergency services provided in a hospital;
(b) inpatient hospital services relating to the following branches of medicine: general; geriatric; rehabilitation; respiratory; psychiatry of learning disability.
(c) Palliative care services provided in a hospital;
(d) Inpatient hospital services provided by GP's;
(e) Services provided in a hospital in relation to an addiction or dependence on any substance.
(f) Mental health services provided in a hospital, except secure forensic mental health services.
(g) Services provided by allied health professionals in an outpatient department or clinic;
(h) public dental services;
(i) services providing primary medical services to patients during the out of hours period.

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.

Colour coding: Retained | Deleted | Changed | Moved | Added

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
(sections 1.1, 3.2 and 6.38)

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

The functions listed in Column A below are the functions delegated by The Highland Council to NHS Highland. NHS Highland will carry out these functions in conjunction with their own functions listed in Column A of Part 2 of Annex 1, thereby integrating these delegated and conjunction functions under NHS Highland as the Lead Agency. The services listed in column B below are general descriptors of the services to which the functions listed in Column A relate.

Column A (function)	Column B (services)

Colour coding: Retained | Deleted | Changed | Moved | Added

Ss 1, 2(1), Chronically Sick and Disabled Persons Act 1970; Ss 4, 5A, 5B, 12, 12A, 12AA, 12AB, 13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986; S 6, Community Care and Health (Scotland) Act 2002 Carers(Scotland) Act 2016 Section 6 (Duty to prepare of adult carer support plan) Section 21 (duty to set local eligibility criteria) Section 24 (Duty to provide support) Section 25 (Provision of support to carers: breaks from caring) Section 31 (Duty to prepare local carer strategy) Section 34 (Information and advice service for carers) Section 35 (Short breaks services statements)	Respite
Column A (function)	**Column B (services)**
Ss 1, 2(1), Chronically Sick and Disabled Persons Act 1970; Ss 4, 5A, 5B, 12, 12A, 13, 13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; S48, National Assistance Act 1948; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986; Part 1 Adult Support and Protection (Scotland) Act 2007;	Adult Social Work Teams

Colour coding: Retained | Deleted | Changed | Moved | Added

Ss 12, 12A, 12AA, 12AB, 13B, 14, Social Work (Scotland) Act 1968; S2(1), Chronically Sick and Disabled Persons Act 1970; Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 22, 23, 24, 24A, Children (Scotland) Act 1995	Care at Home
Ss 3, 4, 7, 8 Disabled Persons (Services, Consultation and Representation) Act 1986.	
Ss 12, 12A, 12AA, 12AB, 13B, 14, Social Work (Scotland) Act 1968; s2(1), Chronically Sick and Disabled Persons Act 1970; Ss 22, 23, 24, 24A, Children (Scotland) Act 1995 Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.	Sensory

Colour coding: Retained | Deleted | Changed | Moved | Added

Column A (function)	**Column B (services)**
Ss 12, 12A, 12AA, 12AB, 13ZA, 13A, 13B, 59, 87, Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003; S 6**,** Community Care and Health (Scotland) Act 2002	Care Homes
Ss 12, 12A, 12AA, 12AB, 13ZA, 13B, 59, 87 Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; S2(1), Chronically Sick and Disabled Persons Act 1970; Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.	Day Care
S12, Social Work (Scotland) Act 1968;	Community Development Officers
S2(1), Chronically Sick and Disabled Persons Act 1970.	
Ss 25, 26, 27, 33, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986.	Community Mental Health Teams
Ss 1 to 8 of Part I, Part II and Part XIII, Housing (Scotland) Act 1987; Part 1, Housing (Scotland) Act 2001	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.

Colour coding: Retained | Deleted | Changed | Moved | Added

Column A (function)	Column B (services)
The Housing (Scotland) Act 2001(a) Section 92	(assistance for housing purposes) 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. Social Care(Self-directed Support) (Scotland) Act 2013	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	Handypersons
S12, Social Work (Scotland) Act 1968; S2(1), Chronically Sick and Disabled Persons Act 1970.	Equipment Stores
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.

Colour coding: Retained Deleted Changed Moved Added

Adult services Support Arrangements:

HC and NHSH 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 NHSH 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.

Colour coding: Retained Deleted Changed Moved Added

Part 2
(sections 1.1, 3.1 and 3.3)

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

The functions listed in Column A below are the functions of The Highland Council that will be carried out in conjunction with the functions delegated to them by NHS Highland that are listed in Column A of Part 1 of Annex 1, thereby integrating these conjunction and delegated functions under The Highland Council as the Lead Agency. The services listed in column B below are general descriptors of the services to which the functions listed in Column A relate.

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

Colour coding: Retained | Deleted | Changed | Moved | Added

Column A (function)	Column B (services)
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 Disabled Persons Act 1970; Ss 25, 26, 27, 33, Mental Health (Care and Treatment) (Scotland) Act 2003; S48, National Assistance Act 1948; S11, The Matrimonial Proceedings (Children) Act 1958; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986; S50, Children Act 1975. Children and Young People (Scotland) Act 2014 All functions of Health Boards conferred by, or by virtue of, Part 4 (provision of named persons) and Part 5 (child's plan) of the Children and Young People (Scotland) Act 2014.	Children and families Social work teams

Colour coding: Retained | Deleted | Changed | Moved | Added

Column A (function)	Column B (services)
Ss 59, 78, 78A, 79, 80, 81, 82, 83, Social Work (Scotland) Act 1968; Part II, Children (Scotland) Act 1995; S125A, Education (Scotland) Act	Residential care workers
Foster Children (Scotland) Act 1984.	Fostering service
Adoption and Children (Scotland) Act 2007.	Adoption service
Part II, Children (Scotland) Act 1995; S125A, Education (Scotland) Act	Through care and after care services
S4, Education (Scotland) Act 1980; Ss 5, 8, 8A, Education (Additional Support for Learning) (Scotland) Act 2004.	Educational Psychology
S12, 12A, 12AA, 13ZA, 27, 27ZA, Social Work (Scotland) Act 1978; Antisocial Behaviour etc. (Scotland) Act 2004; Part 1 Adult Support and Protection (Scotland) Act 2007; Part II, Children (Scotland) Act 1995; Ss 25, 26, 27, 33, Mental Health	Social Work Out of Hours Service
Carers (Scotland) Act 2016 Section 12 (duty to prepare young carer statement)” Section 31 (duty to prepare local carer strategy)	

Colour coding: Retained | Deleted | Changed | Moved | Added

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.

Colour coding: Retained | Deleted | Changed | Moved | Added

Annex 3
(section 4.1.7)

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 –

Services provided Pan Highland to both children and adults

- **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 (Care First and Care Finance)**
- **Assistance for Housing purposes**

Colour coding: Retained | Deleted | Changed | Moved | Added

Annex 4

(section 2.9)

Governance Structure

*Governance of social care currently being reviewed.

Colour coding: Retained | Deleted | Changed | Moved | Added

Annex 5
(section 4.3.1.2)

Major Incident Roles Matrix

1. PRIOR TO A MAJOR INCIDENT (PLANNING)	LEAD
a. Chair Highland Care for People Group	THC Health & Social Care ECO
b. Chair local Care for People Team.	NHSH District Manager
c. Prepare and maintain the Highland Care for People Guidance	NHSH EPO & THC Resilience
d. Ensure Emergency Support Centre details are kept up to date (including contact and fit for purpose information).	NHSH District Manager
e. Maintain a register of ESCs that will be available to all partners.	NHSH District Manager
f. Identify training needs	NHSH District Manager
g. Oversee & direct training for staff.	NHSH EPO & THC Resilience
h. Provide staff for exercises.	NHSH & THC
2. DURING A MAJOR INCIDENT (RESPONSE)	**LEAD**
a. Initiate opening of Emergency Support Centre/s as required.	NHSH Care for People lead
b. Manage the activities within the ESC.	NHSH & THC, supported by British Red Cross
c. Undertake registration of evacuees.	NHSH & THC
d. Assess adult welfare needs.	NHSH

Colour coding: Retained Deleted Changed Moved Added

e. Deploy adult social care staff to the ESC.	NHSH
f. Provide for children and families welfare needs	THC
g. Provide refreshments and food.	*For decision at HCfP Group**
h. Arranging transport of affected persons to Emergency Support Centre	THC
i. Meeting accommodation and other costs from running Emergency Support Centre	*For decision at HCfP Group**
j. Assess longer term accommodation needs	THC
3. AFTER A MAJOR INCIDENT (RECOVERY)	**LEAD**
a. Establish a Humanitarian Assistance Centre (HAC).	NHSH
b. Provide continuing psycho-social care to the affected population.	NHSH/THC as required
c. Chair the Care for People Group of the Strategic Recovery Co-ordinating Group.	NHSH Care for People lead

*N.B. Provisions for costs in section 4.3.3 and section 6.70 will apply.

Colour coding: Retained | Deleted | Changed | Moved | Added

Annex 6
(section 7.1)

Stakeholders and Consultation Methods

List of stakeholder groups as prescribed in the Public Bodies (Joint Working) (Prescribed Consultees) (Scotland) Regulations 2014.

- Health professionals
- Users of health care
- Carers of users of health care
- Commercial providers of health care
- Non-commercial providers of health care
- Social care professionals
- Users of social care
- Carers of users of social care
- Commercial providers of social care
- Non-commercial providers of social care
- Staff of the Health Board and local authority who are not health professionals or social care professionals
- Non-commercial providers of social housing
- Third sector bodies carrying out activities related to health or social care
- Other Local Authorities operating within the Health Board Area

Additional consultees:

- Unions representing staff within both The Highland Council and NHS Highland.
- Equalities groups.

Consultation on this revised Scheme took place as follows:

NB Consultation process still to be undertaken.

- Joint press releases were issued by the Partners alerting members of the public to the proposed revised scheme.
- An email/ team briefing was issued by the Partners alerting staff to the proposed revised scheme.
- Notices, together with an electronic copy of the draft revised scheme, were posted on the Partners' internal and external websites.
- Emails were issued to Community Planning Partners, existing stakeholder representatives on the Joint Monitoring Committee and Joint Strategic Planning Group, Unions representing staff and equalities groups and an electronic copy of the draft revised scheme was provided.
- A joint letter from the Partners Chief Executives to the Chief Executive of Argyll and Bute Council was issued and a copy of the draft revised scheme was provided.

Responses were invited before a defined date and an email address was supplied for people to send their views.

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Appendix One
(section 2.2)

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.

This Joint Committee has oversight of both Integrated Adult Services and Integrated Children's Services.

Role and Function:

- To monitor the carrying out of integrated functions (both delegated and conjoined).
- In the above connection, to receive reports from the Integration Authorities on such aspects of integrated service delivery, and in such form, as the Committee may direct from time to time.
- To report to the Integration Authorities on any aspect of the carrying out of integrated functions, which may include recommendations as to how those functions should be carried out in the future.
- To receive and, as it sees fit, publishing, its reports to the Integration Authorities and the Integration Authorities written responses to it.
- To receive and consider quarterly performance reports from the Integration Authorities.
- To receive and consider performance exception/early warning reports and remedial plans,
- To receive and consider proposals to change performance targets.
- To consider the application of relevant local performance indicators and outcomes.
- To receive and consider annual performance reports from the Integration Authorities.
- To receive and consider complaints monitoring reports from the Integration Authorities.
- To receive and consider reports from the Project Board on workstreams that have been developed.
- To oversee the continuing implementation of the Integration Scheme and

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associated risks

- To review the Integration Scheme including financial commitments, delegated and conjunction services, and make recommendations to The Highland Council and NHS Highland.

- To consider, within 14 days of receipt, disputes regarding the Integration Scheme that have been escalated to it, with a view to resolving such disputes.

- To ensure that the participation and engagement strategies of the Integration Authorities deliver the required involvement of stakeholders throughout the development and review process for their Strategic Plans.

- To make and amend from time to time as it sees fit, Standing Orders, for the regulation of its procedure and business, in line with applicable regulations.

- To agree annually a forward schedule of meeting dates for the following calendar year, which meetings shall be a minimum frequency of quarterly.

- To ensure recommendations and responses from the Integration Authorities 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 Senior Nurse in a Leadership Role, .

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

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Third Sector.

Membership of the Committee, is set out within the Public Bodies (Joint Working) (Integration Joint Monitoring Committees) (Scotland) Order 2014, and comprises:-

- 4 elected members nominated by The Highland Council and 4 members nominated by NHS Highland (2 Non-Executive Directors and 2 other appropriate persons).
- officers of both the Council and NHS, who are members by virtue of the statutory roles that they perform:
  - the Council's Chief Social Work Officer and s95 Officer;
  - the NHS's Director of Finance;
  - A registered medical practitioner whose name is included in the list of primary medical services performers prepared by the Health Board, and nominated by the Health Board;
  - A registered nurse who is employed by the Health Board or by a person or body with which the Health Board has entered into a general medical services contract, and nominated by the Health Board;
  - A registered medical practitioner employed by the Health Board and not providing primary medical services, and nominated by the Health Board;
- staff (both local authority and health board), third sector, carer and service user representatives, recruited by the Committee, following Scottish Government Guidance, and ensuring representation in relation to both children's and adults' services.
- such additional members appointed by the Committee as it sees fit.

- additional officers nominated by both the Council and NHS:
  - The Highland Council's Chief Executive and Executive Chief Officer Health and Social Care.
  - NHS Highland's Chief Executive and Director of Adult Social Care.

Appointment of the Chairperson: The Health Board and the Local Authority jointly agree that the Chair of NHS Highland Board and the Chair of the Council's Health, Social Care and Wellbeing Committee 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 nominated member is unable to attend a meeting of the integration joint board the Health Board or local 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.

If any other member is unable to attend a meeting, that member may arrange for a suitably qualified deputy 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.

Administrative Support: 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.

This will be provided by The Highland Council. This will include preparation and arrangement of all meetings and reports, taking and circulation of minutes and settling of expenses.

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Appendix Two
(section 2.2)

Matters For Highland Partnership Joint Monitoring Committee Standing Orders (not exhaustive)

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: 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.

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Appendix Three
(section 2.7)

Joint Officer Group

Membership	
NHS Highland	**The Highland Council**
Chief Officer Director of Adult Social Care Director of Finance	Executive Chief Officer Health & Social Care Executive Chief Officer Resources & Finance Head of Resources
Or equivalent posts to any of the above. From time to time, additional members may also be appointed. From time to time others may be required to attend by invitation.	

Remit

- To consider and agree strategy for presentation to the Partners' Committees. This should include Strategic Plans reflecting the term of each Highland Council and including the finance and cash flow required to deliver that plan.
- To ensure that strategic reports considered by the Partners' Committees are referenced and within terms of the Strategic Plans.
- To support the development of Strategic Plans through the creation of a multi-year funding model.
- To support and service regular, planned meetings involving the Partners' Chief Executives, senior members of the Council Administration and Health Board non-Executives, which will also act as a preliminary meeting prior to matters being formally considered at the Joint Monitoring Committee.
- To review the finance and reporting mechanisms to support the partnership arrangements.

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Document Governance Control

June 2015	Approval of Scheme (April 2015 – March 2020) by Scottish Government
March 2018	Amendment of Annex 2 – Local Authority Functions
April 2021	Revised Scheme (March 2021) approved by The Highland Council.
May 2021	Revised Scheme (March 2021) approved by NHS Highland
June 2021	Revised Scheme (March 2021) approved by Scottish Government.