



Public Bodies (Joint Working) (Scotland) Act 2014

**The Highland Partnership
(The Highland Council, NHS Highland)**

Integration Scheme

April 2015 – March 2020

Aims and Outcomes of the Integration Scheme

“The Highland Partnership 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 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.

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

The parties:

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

And

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

IT IS AGREED as follows:-

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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Delegated Revenue Resources" means:-

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

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

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

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

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

"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 in respect of that Financial Year in pursuance of section 6

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

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

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

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

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

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

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

"Lead Agency" means:-

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

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

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

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

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

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

"Receiving Authority" means:

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

“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 NESH (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*.
- 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 requirements of the above legislation, The Highland Council and NHS Highland will establish an Integrated 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 below in line with the legislation.
- 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 NHH are nominated directly to the Joint Monitoring Committee by HC and NHH.
- 2.5 The officers of NHH 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 NHH 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 –
 - HC – Four Elected members, Chief Executive, Director of Care & Learning, Chief Social Work Officer ('CSWO'), Director of Finance, Representative of Staff Partnership Forum.
 - NHH – 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.

- 2.9 The Highland Council and NHS Highland will establish a Strategic Planning Group to develop and propose a strategic plan for children and adults.

3 DELEGATION OF FUNCTIONS

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

4 LOCAL OPERATIONAL ARRANGEMENTS

- 4.1 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.

4.2 Clinical and Care Governance

- 4.2.1 There are a range of policies and procedures in place in NHS Highland and 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 Quality Approach

- 4.2.3 In 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 partnership arrangements set out the roles for the Chief Social Work Officer and Executive Nurse Director and the supporting infrastructure, across both organisations. 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 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 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 can 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 Executive Nurse Director. There is 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 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.

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

4.2.6.1 S/he has direct access to the Chief Executive of both lead agencies, and to the senior leadership and members of the Council and NHS Highland Board. The CSWO is enabled to influence corporate issues, such as managing risk, and budget priorities in both organisations.

4.2.6.2 NHS Highland has 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.

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

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

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

The 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.

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.

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

4.2.7.1 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 Professions Council ("**HPC**")
- A framework for reform: devolved decision-making. – Moving towards single-system working (NHS HDL (2003)11)
- guidance on Appointment of Nurse Directors (2002)
- the NHS's Executive Nurse Director's current Job Description.

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

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

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

4.2.7.5 The Executive Nurse Director will have direct access to the Chief Executive of both lead agencies, and to the senior leadership and members of the Council and NHS Highland Board. The Executive Nurse Director needs to be enabled to influence corporate issues, such as managing risk, and budget priorities in both organisations. This will include involvement in the main strategic committees of the two lead agencies.

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

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

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

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

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

4.2.7.9 Where Health Care staff in Highland Council have a concern about matters of clinical governance they have immediate recourse to the Principle Officer for Nursing, Principle Officer for AHPs and through the Professional Leadership structure, to the Director of Nursing.

4.2.7.10 The Executive Nurse Director will hold professional accountability for Nursing, Midwifery and AHP Staff transferred to the Highland Council under the Lead Agency model. The PON and POAHPs are members of the NHS Highland Nursing, Midwifery and AHP Professional Advisory Committee.

4.2.7.11 The Chief Social Work Officer will hold professional accountability for Social Care staff transferred to NHS Highland under the Lead Agency model. This responsibility will be discharged through the Director of Adult Social Care in NHS Highland.

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.

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.

6 FINANCE

6.1 Highland Council and NHS Highland have agreed to make certain payments to each other, to support revenue expenditure relating to the exercise of Delegated Functions.

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

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

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

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

- 6.25.1 amend the commissioned outcomes and activity within the first Financial Year to bring the projected spend in line with the budget; and/or
 - 6.25.2 identify the source(s) of additional funding for the first Financial Year; and/or
 - 6.25.3 amend the Financial Contribution payable for the subsequent Financial Year(s) and/or adjust the commissioned outcomes for the subsequent Financial Year(s) to reflect the over-spend/under funding.
- 6.26 Where a recurrent under-spend (or an over-funding of delegated resource) is projected in respect of the first Financial Year in relation to Integrated Adult Services or Integrated Children's Services, an action plan for the relevant Integrated Services will be produced by the Lead Agency for the Delegated Functions to which the under-spend or over-funding relates; the action plan will:
- 6.26.1 amend the commissioned outcomes and activities within the first Financial Year to bring the projected spend in line with the budget; and/or
 - 6.26.2 specify how the additional resource will be treated in the first Financial Year;
 - 6.26.3 amend the Financial Contribution payable for the subsequent Financial Year(s) and/or adjust the commissioned outcomes for the subsequent Financial Year(s) to reflect the under-spend/overfunding.
- 6.27 In the event of failure to agree an action plan will be developed within 20 working days of the quarter end, the Partners' respective Chief Executives will consider the outstanding issue(s) and seek to agree the action plan.
- 6.28 Each Party will act as host partner for the Delegated Revenue Resources and will provide the systems necessary for financial governance.
- 6.29 At the Commencement Date, the Chief Executive of NESH will be accountable to the Chief Executive of HC for the Delegated Revenue Resources for Adult Integrated Services and the NESH 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 NESH and HC's financial governance systems will apply to the Delegated Revenue Resources.
- 6.30 The Delegated Revenue Resources in respect of Integrated Adult Services and Integrated Children's Services may be expended as necessary to undertake the relevant Delegated Functions and to deliver the outcomes for Integrated Adult Services and Integrated Children's Services.
- 6.31 Process for re-determining in-year allocations and conditions when they may be used are as stated above 6.22 - 6.29.
- 6.32 Arrangements for asset management and capital In order to facilitate the delivery by NESH of Integrated Adult 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 shall enter into a Shared Occupancy Agreement in Agreed Form, which Shared Occupancy Agreement shall include details of the extent of respective areas of occupation, the extent of

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

- 6.34 In order to facilitate the delivery by HC of Integrated Children's Services, NESH 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 NESH 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 NESH shall procure that the landlord of any properties leased by the Scottish Ministers shall grant such consents to the entering into of the Shared Occupancy Agreement as may be required;
- 6.35 Where leases have been agreed, the properties will continue to be occupied by NHS Highland. Maintenance will be carried out by the NHS upon receipt of an annual revenue budget transfer from Highland Council. Capital Works Projects will be undertaken by the Council. The NHS will submit a Capital Investment Programme annually to the Council and the Council will consult the NHS before prioritising the projects to be included in the Council's Capital Programme within available resources. This method of working provides the clarity of responsibility that each organisation requires.
- 6.36 The amount of maintenance budget to be transferred annually has been calculated on the basis of the average five year spend profile for the 29 properties involved. The annual amount will be adjusted at the time that any properties are removed from or added to the lease arrangement
- 6.37 NHS H will provide quarterly reports to the Council on maintenance performance and actual expenditure incurred. Maintenance service contracts will remain as they are until the contracts come up for renewal.
- 6.38 HC shall provide ongoing support to facilitate the delivery by NESH of Integrated Adult Services, in accordance with the provisions set out in Annex 2 part 1
- 6.39 NESH shall provide ongoing support to facilitate the delivery by HC of Integrated Children's Services, in accordance with the provisions set out in Annex 1 part 1.
- 6.40 Each Lead Agency shall ensure that all contracts which it enters into in connection with the exercise of any Delegated Functions delegated to it contain provisions allowing the Lead Agency (without any requirement to obtain the consent of the other party to the contract) to assign or novate the contract to the other Partner following upon termination of the relevant Delegated Function.
- 6.41 The Partners shall, during the first Financial Year, discuss and agree revised arrangements in relation to IPR, databases and Special Equipment, in parallel with the work relating to the longer-term approach to ICT Infrastructure to ensure that

such arrangements support the further development of Integrated Adult Services and Integrated Children's Services and are fully aligned with the aims and outcomes intended to be achieved by the Arrangements.

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

made available under this Agreement to the other Partner, the Partners' respective Directors of Finance shall jointly consider the potential loss of value and seek to agree whether compensation should be paid and if so the amount, timing and nature of that compensation.

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

Director of Finance) following the production of each quarter's budget monitoring information, the Partners' respective Directors of Finance will meet to review any budget variations that may affect Financial Contributions; these meetings will be attended by relevant service managers and budget holders (or supported by written statements from those managers and budget holders) who shall provide details of service activity and outcomes, together with performance data and explanations for variances between budgeted and actual spending.

- 6.63 The Partners' respective Directors of Finance may call a meeting under clause 6.62 at any time following issue of a budget monitoring report under clause 6.61 or of a notification under clause 6.22.
- 6.64 The Partners shall report to the Joint Monitoring Committee in relation to Integrated Adult Services and Children's Integrated Services respectively, with regard to such aspects of service delivery, and in such form, as the Joint Monitoring Committee may direct from time to time.
- 6.65 Copies of final accounts (and reports on such accounts) prepared by the Director of Finance of each Partner will be shared with the other Partner at the earliest opportunity.
- 6.66 The agreed content of the financial monitoring reports. The Partners will, on reasonable request, prepare reports on any aspect of the Delegated Functions where it is necessary to enable the other to make a decision; the Partners will arrange for appropriate senior officers to attend to present those reports. 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.
- 6.71 Where any HC Scrutiny Committee is undertaking any work relating to the exercise by NESH of any of the Adult Delegated Functions, that Committee shall have the same power to require any NESH employee it reasonably believes may be able to assist its work to attend before it and answer questions as if that employee were an employee of HC and NESH shall use its best endeavours to facilitate its employee's compliance with any request made under this clause 6.71.
- 6.72 As part of its obligations pursuant to clause 6.71, the appropriate director/head of service of NESH will be required to attend HC's adults and children's services committee.
- 6.73 If the Partners believe that it would promote the efficient operation of these Arrangements, they may agree protocols in relation to the management and provision of information relating to the finances of the Arrangements from time to time.
- 6.74 Without prejudice to the provisions of clauses 6.55 to 6.61, the Lead Agency to which Delegated Functions have been delegated shall take all such steps (including the collection of statistical data, the preservation of evidence to support the accuracy of such data, and the collation and presentation of such data) as the other Partner may reasonably request from time to time to enable that other Partner to fulfil its obligations in relation to monitoring and reporting by reference to the statutory performance indicators applicable from time to time and any other monitoring or reporting framework to which it may be subject from time to time.
- 6.75 In the first Financial Year, interim monitoring statements in respect of each Adult Integrated Service or (as the case may be) Children's Integrated Service will be produced on a monthly basis by the Director of Finance of the relevant Lead Agency and will include:-
- 6.75.1 consideration of year to date spend and income;
 - 6.75.2 consideration of projections of full year spend and income;
 - 6.75.3 consideration of any financial implications for the first Financial Years together with recommendations to adjust the financial contribution in the first financial year, if appropriate
 - 6.75.4 consideration of any financial implications for subsequent Financial Years together with explanations of any major variation
- 6.76 The Partners' respective Directors of Finance will agree the format of budget monitoring reports
- 6.77 Schedule of cash payments to be made in settlement of the payment due to the Health Board and Local Authority for delegated functions. The Partners' respective Directors of Finance will seek to agree payment profiles for cash transfers between the Partners that do not disadvantage either Partner compared with the position which would have existed in the absence of this Agreement.
- 6.78 The Partners' respective Directors of Finance will exchange budget monitoring information monthly within 20 working days of each month end.

6.79 Cash transfers will incorporate:-

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

7 PARTICIPATION AND ENGAGEMENT

7.1 Considerable consultation and engagement has been carried out across the Highland Partnership area to engage individuals, families, staff and communities. The persons, groups of persons and representatives of groups of persons consulted are listed below:

- 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

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

<p>Development and review/evaluation of involvement structures</p>	<p>A large number of stakeholder groups identified representing a variety of users and carers.</p> <p>Communications post established</p> <p>NHS Highland / Highland Council communications and engagement strategy approved.</p> <p>General awareness raising through website, media, links with community councils, ward forums and leaflets delivered to public buildings and user groups. This targeted users and providers of services in the local areas.</p> <p>Baseline survey carried out with service users</p> <p>Every community care service user or carer group contacted and offered face to face meeting</p> <p>Literature review on consultation with children and young people to understand perspective on what constitutes a good children's service, overseen by educational psychologist</p> <p>Housing colleagues involved in developing the outline of services at Strategic and Operational levels.</p> <p>Members and Officers of Argyll and Bute Council received regular updates of progress and had opportunities through Board membership to comment and influence.</p>
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<p>Arrangements for involving harder to reach groups</p>	<p>Planning for Fairness prepared and harder to reach groups identified</p> <p>Focus group with people who used particular services (e.g. day centre, care homes)</p> <p>Care at home workers delivered a letter to all clients</p> <p>Meetings with service users and carer groups held in each district</p>
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<p>Arrangements for communication</p>	<p>Series of consultation workshops with children,</p>
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<p>with the public</p>	<p>young people, families and carers facilitated through Highland Children's Forum</p> <p>Series of meetings held with parents of children with additional needs</p> <p>10 public meetings held across the region at which staff from across agencies were able to raise issues.</p> <p>Meetings with third and independent sector providers of Health and Social Care</p>
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<p>Reporting on outcomes (and progress in integration) to the public</p>	<p>Ongoing reporting and updates via multiple channels including board meetings, regular media releases and feed-back to groups</p> <p>Development of seven district partnerships with meetings held in public and engaging Elected members, staff, clinicians and users and carers.</p> <p>Integration assessed as part of the participation standards co-ordinated through Scottish Health Council</p>
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<p>Training and on-going support for user/public members of the Board</p>	<p>Committee chairs provide initial and ongoing support to user and carer members of their committees.</p>
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<p>How feedback from users/public feeds into governance arrangements</p>	<p>Review of governance structures and establishment of new overarching health and social care committee with public members. (Meetings held in public).</p> <p>District Partnerships consider issues relevant to the defined geographic and service delivery area covering both Integrated Children's Services and Adult Services and will be a key element of local engagement.</p> <p>Third Sector Engagement compact is in place between HC and NHS and the Third Sector.</p> <p>For Highland's Children ensures the inclusion and engagement of young people in the development of strategic plans.</p> <p>Former Adult and Children's Services Committee (now Education, Children and Adults Services</p>
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	Committee) aims to enable children and young people to achieve their full potential by promoting their participation in the committee.
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Information for how people can get involved	<p>Ongoing work through two major public consultations on proposed major service changes in two areas. Involved sending information to all homes</p> <p>NHS Highland newspaper delivered to all homes includes information on how people can get involved</p> <p>Ongoing programme of how people can get involved at all levels: board, committees, groups</p>
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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.
- 7.5 The Strategic Plan 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 will have 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). The Highland Community Planning Partnership (CPP) Board oversees the implementation of the 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.

8. INFORMATION SHARING AND CONFIDENTIALITY

- 8.1 There are already well established data and information sharing processes in Highland, the principles of which are set out in the Data Sharing Protocol, which is owned by the Highland Data Sharing Partnership.
- 8.2 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.
- 8.3 The responsible authority expects the service delivery agency to highlight and to report any breaches promptly via the agreed governance mechanisms, and to take appropriate remedial action.
- 8.4 The responsible authority expects the service delivery agency to co-operate fully with any investigation or audit that may be required to ensure that data is used and managed in line with legislation, policies, standards, and processes.
- 8.5 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.
- 8.6 The Data Sharing Protocol 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.

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).
 - 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 Highland Council websites. This ensures ease of access to the complaints systems.

9.1.2 Each Organisation 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 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 NHS 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 Agreement or any of the Licences to Occupy; 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 apprised of all developments relating to the relevant loss, liability or claim (including any insurance claim that may be pursued in connection with the relevant occurrence);
- 10.4.4 shall not (in the case of a claim), compromise any such claim, or take any step which would prejudice the defence of such claim, without (in each such case) the prior written consent of the Indemnifying Partner (such consent not to be unreasonably withheld) except in circumstances where the taking of such steps is required by law;
- 10.4.5 take all reasonable steps available to it to mitigate such loss or liability.

11 INSURANCE ARRANGEMENTS

- 11.1 The Partners shall maintain insurances in respect of Integrated Children's Services and Integrated Adult Services.
- 11.2 For the avoidance of doubt, each Partner shall be responsible for meeting all excess payments or other self-insured amounts under its insurance arrangements (including CNORIS, for this purpose).
- 11.3 The handling of insurance claims relating to Delegated Functions shall be carried out in a manner which reflects the following principles:
- 11.3.1 each Partner shall notify the other promptly if it proposes to submit an insurance claim in respect of any matter related to Delegated Functions;
- 11.3.2 any information held by a Partner which is relevant to the subject of an insurance claim shall be passed to the other Partner if the other Partner is proposing to submit, or has submitted, an insurance claim;
- 11.3.3 each Partner shall arrange for its employees (and personnel employed by third party service providers, where applicable), to be interviewed, and will allow access by loss adjusters and others involved in investigating the subject of the insurance claim to premises and equipment as appropriate, to facilitate the submission, pursuit and/or investigation of an insurance claim by the other Partner;

11.3.4 each Partner shall ensure that evidence which may be required to substantiate a claim by the other Partner is preserved so far as reasonably practicable;

11.3.5 a Partner which is pursuing an insurance claim shall keep the other Partner closely advised of progress, and shall liaise with the other Partner in relation to any aspect which could be of significant concern to the other Partner;

11.3.6 Where either Partner becomes aware that its insurers are proposing to exercise subrogation rights against the other Partner, it shall promptly communicate that to the other Partner.

12. RISK MANAGEMENT

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

13. TARGETS AND PERFORMANCE MANAGEMENT

13.1 Adult Services performance management framework

This Performance Management Framework 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.

NHS Highland will report to Highland Council on performance on a quarterly basis. This is through the Education, Children and Adult Services Committee with progress reported on a Balanced Scorecard. Any changes to targets will be proposed to and agreed by the Integrated Joint Monitoring Committee.

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

13.2 Children's Services performance management framework

This Performance Management Framework 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.

Highland Council will report to NHS Highland on performance on a quarterly basis. This is through the Health and Social Care Committee of NHS Highland. Any changes to targets will be proposed to and agreed by the Integrated Joint Monitoring Committee.

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

14 DISPUTE RESOLUTION MECHANISM

- 14.1 All disputes between the Partners arising out of or relating to the Scheme may be escalated, by either Partner, to the Chief Executive of each of the Partners for resolution.
- 14.2 If a dispute cannot be resolved by the individuals to which the dispute has been escalated in pursuance of clause 13.1 within 14 days, the dispute may, within 14 days thereafter, be escalated to the Joint Monitoring Committee for resolution.
- 14.3 If a dispute cannot be resolved by Joint Monitoring Committee in pursuance of clause 13.2 within 14 days, the dispute may, within 14 days thereafter, be referred for final determination to an expert ("**the Expert**") who shall be deemed to act as expert and not as arbiter; and
 - 14.3.1 the Expert shall be selected by mutual agreement or, failing agreement, within 14 days after a request by one Partner to the other, shall be chosen at the request of either Partner by the President for the time being of the Law Society of Scotland who shall be requested to choose a suitably qualified and experienced Expert for the dispute in question;
 - 14.3.2 within 14 days after the Expert has accepted the appointment, the Partners shall submit to the Expert a written report on the dispute;
 - 14.3.3 both Partners will then afford the Expert all necessary assistance which the Expert requires to consider the dispute;
 - 14.3.4 the Expert shall be instructed to deliver his/her determination to the Partners within 14 days after the submission of the written reports pursuant to clause 14.2 ;
 - 14.3.5 save in the case of manifest error, decisions of the Expert shall be final and binding and shall not be subject to appeal;
 - 14.3.6 the Expert shall have the same powers to require any Partner to produce any documents or information to him and the other Partner as an arbiter and each Partner shall in any event supply to him such information which it has and is material to the matter to be resolved and which it could be required to produce on discovery; and
 - 14.3.7 the fees of the Expert shall be borne by the parties in such proportion as shall be determined by the Expert having regard (amongst other things) to the conduct of the parties

Annex 1

Part 1

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

Column A (function)	Column B (services)
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Speech and Language Therapy
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Physiotherapy
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Occupational Therapy
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Dietetics
Ss 2A, 36, 37, 98, National Health	Primary Mental Health Workers

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

Children's services Support Arrangements :

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

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

Further support arrangements in relation to children and young people

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 that any package will be subject to review and change and with an identified date for review. The Child Health Commissioner will attend to have oversight of the process/decision making and ensure the link to NHS planning and finance teams. Once funding needs have been identified, discussed and agreed the budget will be identified and transferred. There will be an audit trail for these packages with related consideration of packages that are stepped up or down over time. There will be a review of the process in due course.

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

Part 2

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

Column A (function)	Column B (services)
Ss 16, 16A, 16B National Health Service (Scotland) Act 1978.	Contracts with Voluntary Organisations
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Specialist End of Life Care
Ss 2A, 36, 37, 38, 38A, 40, 41, 42, 98, National Health Service (Scotland) Act 1978.	Community Nursing Teams

Column A (function)	Column B (services)
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978.	Community AHPs
Ss 2A, 13, 36, 37, 98, National Health Service (Scotland) Act 1978.	Homeless Service
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978; s 23, 24, Mental Health (Care and Treatment) (Scotland) Act 2003; S7, Disabled Persons (Services, Consultation and Representation) Act 1986.	CPNs/Community Mental Health Teams
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978; Ss 23, 24, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 7, The Disabled Persons (Services, Consultation and Representation) Act 1986;	Older Adult CPN
Ss 2A, 36, 37, 98, National Health Service (Scotland) Act 1978; Ss 23, 24, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 7, Disabled Persons (Services, Consultation and Representation) Act 1986.	CPNAs
Ss 2A, 36, 37, 98, National Health 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

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

All Acute services 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.

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

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

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

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

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

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

Annex 2

Part 1

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

Column A (function)	Column B (services)
Ss 1, 2(1), Chronically Sick and Disabled Persons Act 1970;	Respite
Ss 4, 5A, 5B, 12, 12A, 12AA, 12AB,	

Column A (function)	Column B (services)
<p>13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968;</p> <p>Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983;</p> <p>Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986;</p> <p>S 6, Community Care and Health (Scotland) Act 2002</p>	
<p>Ss 1, 2(1), Chronically Sick and Disabled Persons Act 1970;</p> <p>Ss 4, 5A, 5B, 12, 12A, 12AA, 12AB, 13, 13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968;</p> <p>Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983;</p> <p>S48, National Assistance Act 1948;</p> <p>Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986;</p> <p>Part 1 Adult Support and Protection (Scotland) Act 2007;</p>	<p>Adult Social Work Teams</p>
<p>Ss 12, 12A, 12AA, 12AB, 13B, 14, Social Work (Scotland) Act 1968;</p> <p>S2(1), Chronically Sick and Disabled Persons Act 1970;</p> <p>Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003;</p> <p>Ss 22, 23, 24, 24A, Children (Scotland) Act 1995</p>	<p>Care at Home</p>

Column A (function)	Column B (services)
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
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

Column A (function)	Column B (services)
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.
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.	Self Directed Support Team
S 5A, 12, Social Work (Scotland) Act 1968.	Reviewing Team
Ss 5A, 12, Social Work (Scotland) Act	Change Support Team

Column A (function)	Column B (services)
1968.	
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
Section 71, Housing (Scotland) Act 2006	Assistance for Housing Purposes
Section 92, Housing (Scotland) Act 2001	Assistance for Housing Purposes
Section 24, Local Government and Planning (Scotland) Act 1982	Provision of Gardening assistance for the disabled and the elderly.

Adult services Support Arrangements:

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

Part 2

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

Column A (function)	Column B (services)
S2A, Standards in Scotland's Schools etc. Act 2000.	Public Health/Health Improvement posts re Health Promoting Schools

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

Column A (function)	Column B (services)
(Children) Act 1958; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986; S50, Children Act 1975.	
Ss 59, 78, 78A, 79, 80, 81, 82, 83, Social Work (Scotland) Act 1968; Part II, Children (Scotland) Act 1995; S125A, Education (Scotland) Act 1980;	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 1980.	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 (Care and Treatment)	Social Work Out of Hours Service

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

Where posts are not located in the Lead Agency yet deliver services to the population served by the Lead Agency there is a need to ensure that services are delivered within the

service descriptor for the service being delivered. For example, Family Health Nurses, Out of Hours Social Work etc .

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

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

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

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

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

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

Appendix One

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

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

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

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

Role and Function:

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

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

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

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

Membership in line with legislation requirements -

- The Highland Council – Four Elected members, Chief Executive, Director of Care & Learning, Chief Social Work Officer. Director of Finance, Representative of Staff Partnership Forum.
- NHS Highland – Two Non Executive Directors, Chief Executive, Two Senior Executives, Director of Finance, Employee Director, Medical Director/ Director of Public Health Senior Nurse in a Leadership Role, .

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

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

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

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

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

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

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

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

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

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

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