

**MORAY COMMUNITY HEALTH
AND
SOCIAL CARE PARTNERSHIP
COMMITTEE**

**ROLE, REMIT AND
MEMBERSHIP**

Updated 11th July 2008

1. Background

Government policy directed NHS boards and Local Authorities to form partnership bodies, Community Health Partnerships (CHPs), to fulfil core and joint statutory functions for health and social care. The Moray Council and NHS Grampian constituted the Moray Community Health and Social Care Partnership (CHSCP) Committee in April 2005 to fulfil these functions in the Moray area.

The Moray Community Plan and Grampian Health Plan provide a strategic context for the Partnership. The Moray Joint Future Extended Local Partnership Agreement (2004) (the ELPA), the Grampian Scheme of Establishment for Community Health Partnerships (2004) and the NHS Grampian CHP Constitution (2005) detail the position of the partnership between The Moray Council and NHS Grampian. (Appendix A outlines the Moray specific CHSP constitution.)

NHS Grampian and The Moray Council retain their distinct statutory responsibilities and therefore also retain their formal decision-making roles. The partners established the CHSCP Committee to provide governance and strategic oversight for the whole unified health and social care system. The CHSCP Committee is a formal advisory committee to both NHS Grampian and The Moray Council.

In 2008 the Scottish Government introduced a concordat with Local Authorities. The resultant Single Outcome Agreement (SOA), based on national outcomes and indicators, will need to guide the future work of all community planning partners in delivering Moray's Community Plan.

2. Role of the CHSCP Committee

The National Health Reform (Scotland) Act 2004 (the Act of 2004) sets out the role of CHPs, as detailed in the NHS Grampian CHP Constitution. CHP Committees provide assurance to their local NHS Board and Council regarding the delivery of plans in their area and ensure that there is support for operational service delivery.

On behalf of NHS Grampian and Moray Council, the Moray CHSCP Committee is the joint governance body in the Moray area for health and social care issues relating to:

- Care in the community
- Primary and community health services
- Acute health services at Dr Gray's Hospital
- Public health services
- Mental health services
- Learning disability services

The role covers the functions determined through:

- Community planning – through the Healthier Strategic Group
- Community Health Partnership and health and social care delivery through the CHSCP Committee.

3. Function of the CHSCP Committee

The overall function of the CHSCP Committee is to make a significant contribution to the improvement of the health and well being of their population through the development and maintenance of effective strategic partnerships and joint planning. For Moray CHSCP Committee this involves:

- Planning to meet the health and social care needs of the population of Moray within the strategic context set by Moray Council and NHS Grampian.
- Commissioning and ensuring delivery of plans to provide health and social care services (directly or via independently employed services providers)
- Managing resources as defined in the ELPA (including aligned budgets)
- Single management of the directly employed health and social care workforce
- Approving and adopting plans for better health and wellbeing (social inclusion)
- Involving Carers, the voluntary sector, service users and the public in the work of the partnership

4. Organisational Arrangements

The CHSCP Committee reports to the Performance Governance Committee (PGC) and the Education and Social Services Committees to whom it is responsible for performance assurance. The PGC reports to the NHS Grampian Board and the Chairperson of the CHSCP Committee is a member of the PGC. The Education and Social Services Committees report to The Moray Council.

At an operational level the CHSCP General Manager will be responsible for all NHS services and is accountable to the NHS Grampian Chief executive, who chairs the Operational Management Team. The Head of Community Care will be responsible for all Council services and is accountable to the Director of Community Services. The General Manager and the Head of Community Care will report performance to the CHSCP Committee.

With regard to strategic planning issues the CHSCP has links to the Service Strategy and Redesign Committee, which reports to the NHS Grampian Board and the Moray Community Planning Partnership Board, which reports to The Moray Council.

5. Format of the CHSCP Committee and Sub- groups

Scottish Government guidance outlines a minimum prescribed membership for a CHP Committee. In Moray the CHSCP Committee covers all three health and social care functions in Moray and there are 34 members on the Committee.

The following sub-groups take forwards specific areas of responsibility and report on these areas to the CHSCP committee:

- The Moray 20/20 Group
- The Healthier Strategic Group

6. Responsibilities of the Sub-groups

The 20/20 Group:

Co-ordinates and oversees service developments falling out of the CHSCP Committee's agreed redesign plan. The format and membership of this sub-group is determined by the CHSCP Committee.

The Healthier Strategic Group

Co-ordinates and delivers the Community Planning theme areas for health. Specifically this will relate to Section 6 of the Single Outcome Agreement, including Health Improvement, the Drug and Alcohol Action Team, community care outcomes and health inequalities. Membership of this sub-group will be 5 Councillors and 5 NHS members.

7. Frequency of Meetings

The CHSCP Committee will meet four times every year. Both the Moray 20/20 Group and The Healthier Strategic Group will meet quarterly.

Standards pertaining to meetings administered by NHS Grampian will be in line with NHS meeting protocols and standards pertaining to meetings administered by The Moray Council will be in line with Council meeting protocols.

8. Quorum and Decision Making

CHSCP Committee:

Quorum arrangements for the CHSCP Committee will be in line with the NHS Grampian Standing Orders for CHPs (Appendix B)

Wherever possible, all decisions will be made by consensus. Where consensus cannot be reached the Standing Orders will apply.

9. Annual Review

The role of the CHSCP Committee and the CHSCP Constitution will be reviewed on an annual basis. The annual cycle will be April to March. Moray Council or NHS Grampian can opt to instigate a review of the Partnerships role and constitutions at any time.

10. Moray CHSCP Committee Membership List

The membership of the CHSCP committee will be in line with the following titles and levels of NHS and Council representation:

Role	Job Title	NHS/Council representative
NHSG Director or equivalent	CHAIR NHSG Non Executive	NHS
NHSG Executive or appropriate representative	Clinical Lead	NHS
NHSG Executive or appropriate representative	Pharmacist	NHS
Dentist	General Dental Practitioner	NHS
Optometrist	Optician	NHS
Moray Councillor	Councillor	Council
Moray Councillor	Councillor	Council
Moray Councillor	Councillor	Council
Moray Councillor	Councillor	Council
Moray Councillor	Councillor	Council
NHS General Manager	CHSCP General Manager	NHS
Council Head of Community Care	Head of Community Care	Council
Lead Nurse	Lead Nurse	NHS
Social Work/Older People	Lead System Manager	Council
Acute Sector Consultant	Associate Medical Director	NHS
Integrated Learning Disability Manager	Integrated Learning Disability Manager	Council
Integrated Mental Health Services Manager(Addictions & Old Age Psychiatry)	Integrated Mental Health Services Manager	NHS
Chief Housing Officer	Chief Housing Officer	Council
Council Head of Childrens Services/Criminal Justice	Head of Childrens Services	Council
Educational Services Officer	Educational Services Officer	Council
NHSG Finance Officer	Finance Manager	NHS
Council Finance Officer	Senior Accountant	Council
Joint Staff Forum	Representative	NHS
Joint Staff Forum	Endoscopy Nurse	NHS
Public Partnership Forum	Community Representative	-
Public Partnership Forum	Community Representative	-
Public Partnership Forum	Community Representative	-

Voluntary Sector	Director MVSO	-
Voluntary Sector	Chief Officer, Volunteer Centre Moray	-
Scottish Ambulance Area Manager	Divisional Manager	NHS
Community Services Department, Director/Chief Social Work Officer	Director of Community Services	Council
Service Planning Lead	Planning Lead	NHS
AHP Representative	Lead System Manager	NHS
Acting Public Health Lead	Lead Public Health	NHS



THE MORAY COUNCIL AND NHS GRAMPIAN

**MORAY COMMUNITY HEALTH AND SOCIAL CARE PARTNERSHIP
COMMITTEE**

CONSTITUTION

1 BACKGROUND

Section 2 of the National Health Reform (Scotland) Act 2004 (the Act of 2004) provided for the establishment of Community Health Partnerships (CHPs) by Health Boards. The Moray Community Health and Social Care Partnership (CHSCP) Committee has been established in accordance with a Scheme of Establishment approved by the Scottish Ministers. In NHS Grampian the Moray CHSCP Committee will be a sub-committee of the Performance Governance Committee of the Board and a sub-committee of Moray Council's Education and Social Services Committees.

2 ROLE

The Act of 2004 set out the role of CHPs which includes:-

- (a) to co-ordinate for its area, the planning, development and provision of:-
 - (i) such of the services which it is the function of its Health Board to provide, or secure the provision of as may be prescribed by regulations, and
 - (ii) such other of these services as its Health Board may specify, with a view to improving these services.
- (b) to provide, or secure the provision of – such of the services which it is the function of its Health Board to provide, or secure the provision of, as may be prescribed by regulations or specified in the approved scheme, and
- (c) to exercise such other functions of its Health Board as:-
 - (i) may be prescribed by regulations,
 - (ii) may be specified in the approved scheme, and
 - (iii) the Health Board may delegate to it

It is intended that the CHSCP Committee will ensure a measurable improvement in local population health and provide higher quality, accessible joined up services to local communities. It will provide a focus for integration between primary care and specialist services, and with social care and the voluntary services. A major part of its role will be to contribute to the shift in the balance of care from specialist to primary care. To achieve this the CHSCP Committee will need to link to clinical teams, work in partnership with local authority departments, the voluntary sector and others to support the

improvement of the health and wellbeing of local communities and most importantly involve the public, patients and carers in decisions concerning the delivery of health and social care for their communities.

NHS Grampian Board and the Moray Council will involve the Moray CHSCP Committee in planning, developing and making decisions that will significantly affect the operation of services for which the Board and Council are responsible.

The duty placed on NHS Boards and Local Authorities to involve and consult the public will apply to the CHSCP Committee.

At a formal level the Moray CHSCP Committee reports to the Performance Governance Committee (PGC), which is a sub-committee of NHS Grampian Board and to Moray Council's Education and Social Service Committees, which are a sub-committee of The Moray Council. 5 NHSG Non-Executive Directors, or alternatives, and 5 Elected Council Members sit on the CHSCP Committee.

The Moray CHSCP Committee has links to the Moray Community Planning framework via the work of the Healthier Strategic Group, which is a sub-group of the CHSCP Committee.

The Moray CHSCP Committee aims to provide the framework for a unified and whole system approach to all Health and Social Care Services, following the vision, principles and values set out in the Extended Local Partnership Agreement.

3 REMIT

The Moray CHSCP Committee will:

- Encourage local innovation and commitment to continuous improvement.
- Increase the range of joint services provided by the NHS, local authorities and other partners and develop a '*whole system*' approach to service redesign.
- Agree specific arrangements for reaching decisions on the planning of jointly managed and jointly resourced services
- Streamline and integrate as far as practicable local decision making processes in accordance with the Joint Governance Framework (Appendix C).
- Identify local health need and plan to meet those needs, to the extent possible within available resource.
- Commission plans to be developed to address identified aspects of service delivery.
- Agree annual objectives with the Performance Governance Committee and Education and Social Services Committee, which will be incorporated within the Grampian Health Plan and Moray Community Plan and will identify the prioritised actions to improve health and services within the Moray area.

- Maintain an effective and formal dialogue with the local community through the development of a public partnership forum and other appropriate forms of public and patient involvement.
- Ensure relevant staff governance standards are implemented for all NHS and Council staff working within the CHSCP Committee.
- Develop a process intended for monitoring and measuring the effectiveness of the new Committee arrangements.

The General Manager will be responsible for all NHS services and is accountable to the NHS Grampian Chief executive, who chairs the Operational Management Team. The Head of Community Care will be responsible for all Council services and is accountable to the Director of Community Services. The General Manager and the Head of Community Care will report performance to the CHSCP Committee.

In performing its functions the CHSCP Committee shall have regard to and co-operate with:-

- (i) every CHP in the Board's area
- (ii) the departments of the Local Authority and the adjacent Local Authority if affected, and
- (iii) any other person or organisation which the CHP considers appropriate

Particular emphasis will be focussed on the CHSCP Committee work around the extended planning cycle. This involves identifying the health and social need within the area and being responsible for developing integrated services across traditional boundaries of health promotion/protection, primary and secondary health services and local authority services.

The CHSCP Committee will have an overview of performance in relation to the delivery and implementation of relevant local plans, eg JHIP and will produce a report on progress towards achieving specific challenges and targets identified within the Community Plan or Health Plan which it will submit to the Performance Governance Committee and Education and Social Services Committee for consideration.

4 ORGANISATIONAL ARRANGEMENTS

The CHSCP Committee reports to the Performance Governance Committee (PGC) and the Education and Social Services Committee for whom it is responsible for performance assurance. The PGC reports to the NHS Grampian Board. The Chairperson of the CHSCP Committee is a member of the PGC. The Educational and Social Services Committees report to The Moray Council.

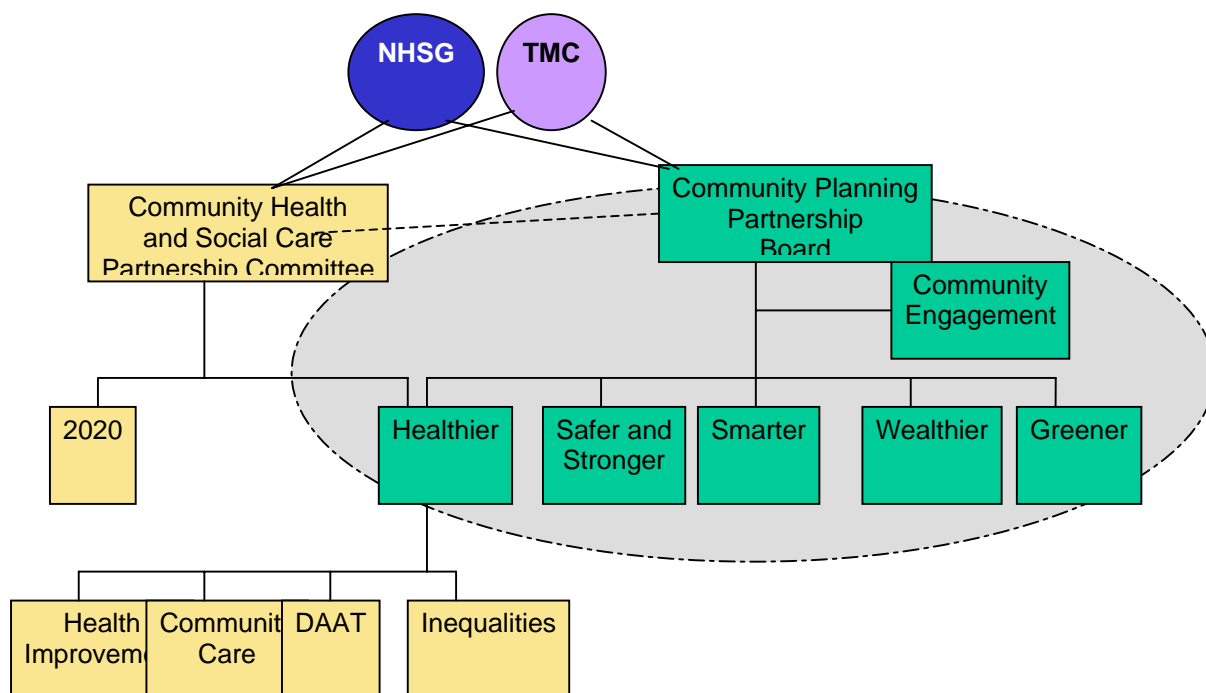
At an operational level the CHSCP General Manager reports to the NHS Grampian Chief Executive, who chairs the Operational Management Team (OMT).

With regard to strategic planning issues the CHSCP Committee has links to the Service Strategy and Redesign Committee, which reports to the NHS

Grampian Board and the Moray Community Planning Partnership Board, which reports to The Moray Council.

The main organisational arrangements are set out in Diagram 1.

Diagram 1: Moray Organisational Structure



5 APPOINTMENT AND TERM OF OFFICE

- (i) All members shall be appointed by the NHS Grampian Board in liaison with The Moray Council.
- (ii) The terms of office of a member shall be for such period as the NHS Grampian Board shall specify on making the appointment and shall be for no longer than four years
- (iii) After the expiration of a term of office a member shall be eligible for reappointment
- (iv) The acts, meetings or proceedings of the CHSCP Committee shall not be invalidated by any vacancy in its membership or by any defect in the appointment of any member

6 MEMBERSHIP

The membership of the CHSCP Committee is as set out in Section 10 of the Role, Remit and Membership Document dated 11th July 2008.

7 CHAIRPERSON AND GENERAL MANAGER

- (i) The Board shall appoint a member to be:-
 - (a) the Chairperson; and
 - (b) subject to paragraph (2), the General Manager (NHSG)

- (ii) The General Manager shall be a person appointed pursuant to regulation 3(1)(k).
- (iii) The General Manager:-
 - (a) shall, in accordance with the General Manager's terms of employment with the NHS Grampian Board and any directions made by the CHSCP Committee, manage the business of the CHSCP Committee; and
 - (b) may, in accordance with the General Manager's terms of employment, make arrangements with such persons as the General Manager considers fit in connection with the discharge of the General Manager's functions under sub-paragraph (a) of this paragraph.
- (iv) A person appointed pursuant to paragraph (i) may at any time resign from such office by giving notice in writing to the NHS Grampian Board.
- (v) Where a person resigns under paragraph (iv), that person shall cease to be a member.

8 RESIGNATION AND REMOVAL OF MEMBERS

- (i) A person may resign their membership at any time during their term of office by giving notice in writing to the Board/Council and that person shall thereupon cease to be a member
- (ii) If the NHS Grampian Board, having consulted with the CHSCP Committee (where it is practicable to do so) considers that it is not in the interests of the CHSCP Committee or the Board that a person should continue to hold office as a member, it shall by giving notice in writing to the person, remove that person from office
- (iii) If a member has not attended three consecutive meetings of the CHSCP Committee, the NHS Grampian Board shall, by giving notice in writing to the person, remove that person from office unless the Board is satisfied that:-
 - (a) the absence was due to illness or other reasonable cause; and
 - (b) the member will be able to attend future meetings within such period as the Board considers reasonable
- (iv) Where a member becomes disqualified under regulation 7, the NHS Grampian Board shall by giving notice in writing to the person, remove that person from office.

9 EXPENSES OF MEMBERS

- (i) Subject to paragraphs (ii) and (iii), the NHS Grampian Board shall pay all reasonable travelling and other expenses properly incurred by

members in connection with the performance by them of functions associated with their appointment.

- (ii) Paragraph (i) does not apply to the General Manager and other employees/non-Executive Directors deemed to be undertaking membership of this Committee as part of their normal duties.
- (iii) As representatives of The Moray Council, the local authority members shall have their reasonable travelling and other expenses paid by the Council.

10 PROCEEDINGS

- (i) The NHS Grampian Board shall make standing orders (Appendix B) for the regulation of the procedure and business of the CHSCP Committee and all meetings and proceedings of the CHSCP Committee shall be conducted in accordance with them.
- (ii) Each standing order made pursuant to paragraph (i) shall include, but is not restricted to, the matters set out in the Schedule.

NHS GRAMPIAN

**STANDING ORDERS
COMMUNITY HEALTH PARTNERSHIPS**

1. Calling Meetings

- 1.1 The first meeting of a community health partnership shall be held on such day and at such place as may be fixed by the chairperson and that person shall be responsible for convening the meeting.
- 1.2 The chairperson may call a meeting of the community health partnership at any time.
- 1.3 If the chairperson refuses to call a meeting of the community health partnership after a requisition for that purpose specifying the business proposed to be transacted, signed by at least one third of the whole number of members, has been presented to the chairperson or if, without so refusing, the chairperson does not call a meeting within 7 days after such a requisition has been presented, those members who presented the requisition may forthwith call a meeting provided no business shall be transacted at the meeting other than specified in the requisition.

2. Notice of Meetings

- 2.1 Before each meeting of the community health partnership, a notice of the meeting, specifying the time, place and business to be transacted at it and signed by the chairperson, or by a member authorised by the chairperson to sign on that person's behalf, shall be delivered to every member or sent by post to the usual place of residence of such members so as to be available to them at least 7 calendar days before the meeting.
- 2.2 Lack of service of the notice on any member shall not affect the validity of a meeting.
- 2.3 In the case of a meeting of the community health partnership called by members in default of the chairperson, the notice shall be signed by those members who requisitioned the meeting in accordance with paragraph 1.3.
- 2.4 The community health partnership shall meet on a quarterly basis, of which a minimum of 3 meetings shall be formal Committee meetings.

3. Quorum

- 3.1 Subject to sub-paragraph 2, no business shall be transacted at a meeting of the community health partnership unless these are present, and entitled to vote, at least one third of the whole number of members of the community health partnership.
- 3.2 No act or question relating to a matter referred to in paragraph 5.2 shall be considered at a meeting unless all members of the community health partnership who are members or officers of the local authority concerned as who are entitled to vote, are present.

4. Conduct of Meetings

- 4.1 At any meeting of the community health partnership the chairperson of the community health partnership, if present, shall preside.
- 4.2 If the chairperson is absent from a meeting of the community health partnership, a member chosen at the meeting by the members present shall preside.
- 4.3 If it is necessary or expedient to do so a meeting may be adjourned to another day, time and place.

5. Voting

- 5.1 Subject to paragraph 2, every question at a meeting shall be determined by a majority of votes of the members present and who are entitled to vote on the question and, in the case of any equality of votes, the person presiding shall have a second or casting vote.
- 5.2 Where an act or question arising before a community health partnership relates to functions which are or are proposed to be subject to any arrangements pursuant to Part 2 of the Community Care and Health (Scotland) Act 2002 [11], the members of the community health partnership present, who are entitled to vote and who are members of the local authority concerned shall collectively have half of the available votes (but excluding the second or casting vote of the person presiding).

6. Conflict of Interest

- 6.1 If a member or any associate of theirs has any pecuniary or other interest, direct or indirect, in any contract or proposed contract or other matter, and that member is present at a meeting of the community health partnership, that member shall disclose that fact and the nature of the relevant interest and shall not be entitled to vote on any question with respect to it.
- 6.2 A member shall not be treated as having any interest in any contract or matter if it cannot reasonably be regarded as likely to significantly affect or influence the voting by that member of any question with respect to that contract or matter.

7. Records

- 7.1 The names of the members present at a meeting shall be recorded.
- 7.2 The minutes of the proceedings of a meeting including any decision or resolution made at that meeting shall be drawn up and submitted to the next ensuing meeting for agreement, after which they will be signed by the person presiding at that meeting.

8. Suspension and Disqualification

Any member of a community health partnership may on reasonable cause shown be suspended from the community health partnership or disqualified from taking part in any business of the community health partnership in specified circumstances.

GOVERNANCE & ACCOUNTABILITY

Agreement

Between
NHS Grampian

And
The Moray Council

April 2007

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AGREEMENT

Between

NHS GRAMPIAN

***Constituted pursuant to the
National Health***

**Service (Scotland) Act 1978 as amended
And having its principal office at Summerfield
House, Eday Road, Aberdeen
("NHS Grampian")**

and

**THE MORAY COUNCIL
a local authority constituted in terms of the
Local Government etc (Scotland) Act 1994**

WHEREAS:-

- A. NHS Grampian and The Moray Council, hereinafter referred to as the partners, wish to establish a single visible entity, which will deliver fully integrated health, housing and social care services that will serve the local community of The area by improving, maintaining and restoring health and independence and will assure access to quality Health and Social Care Services to people at all levels of need.
- B. With a view to taking forward its proposals in regard to integrated health, housing and social care services the Partners have agreed that a Partnership shall be established and that such Partnership could in the future be adapted to become a separate legal entity if the legislation and local arrangements permit.
- C. The provisions of this Agreement shall take effect on the Commencement Date.

NOW THEREFORE THE PARTNERS HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:-

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:-

- | | |
|--|---|
| (1) "Agreement" | Means this Agreement and the Schedule(s) annexed hereto; |
| (2) "Strategic Plan" | means the strategic plan approved by the Partnership; |
| (3) "Chief Executive" or "Head of Service" | means the most senior Executive Officer for each of the Partners; |
| (4) "Clause" | means a clause of the Agreement; |
| (5) "Commencement Date" | means the first day of April 2008 |
| (6) "Confidential Information" | means all information relating to the business of and the services provided by the Partnership in so far as those businesses are operated in a confidential manner; |
| (7) "Delegated Functions" | means the functions of the respective Partners delegated to the General Managers; |
| (8) "Director of Finance" | means the Executive Officer with responsibility for Finance for each or any one of the Partners; |
| (9) "Financial Year" | means the financial year from First April to Thirty First March in each year; |

- | | |
|-------------------------------------|--|
| (10) “Partnership” | means the Partnership body created by this Agreement; |
| (11) “Partnership Responsibilities” | means the responsibilities to be assumed by the Partnership in terms of this Agreement; |
| (12) “Objectives” | means the aims and objectives of the Partners as specified in the Local Partnership Agreement Schedule 1 annexed hereto; |
| (13) “Aligned Budgets” | means the revenue budgets of the Partners to be devolved through aligned management arrangements as they currently exist within each partner organisation and as detailed in Schedule 2 annexed hereto; |
| (14) “Aligned manager” | means the senior officer, within each partner organisation, designated with responsibility for the day to day operations and management of the services to be provided within the aligned budget. |
| (15) “Staff of the Partnership” | means any staff employed by one or other of the partners involved in delivering services under this agreement . This will include staff who shall be treated as attached or seconded to the Partnership upon any basis specified in the Agreement; |
| (16) “The Partners” | means NHS Grampian and The Moray Council |

2. INTERPRETATION

In the Agreement, unless there is something in the subject or context inconsistent therewith:

- 2.1 words importing the masculine include the feminine and words importing the neuter include the masculine and feminine;
- 2.2 words importing the singular include the plural and vice versa;
- 2.3 any reference to an Act of Parliament includes any modification, extension or re-enactment thereof for the time being in force and all instruments orders, regulations, permissions and directions for the time being made or given validity thereunder or deriving therefrom;

2.4 reference to the Partners to the Agreement shall, where appropriate, include their respective successors in title.

3. CONSTITUTION

This agreement aims to set out clearly the undertakings given by the Partners and the intended basis of their relationship. It is the intention of the parties to operate the agreement in a spirit of mutual trust.

This Agreement shall not be regarded for any purposes as creating a partnership between the Partners in terms of the Partnership Act 1890.

4. DURATION OF AGREEMENT

This Agreement shall subsist from the Commencement Date, 1st April 2008 to 31st March 2009 and subject to the provisions of the Agreement shall continue on a year-to-year basis upon the terms and conditions herein-contained until the Partnership is dissolved in terms of Clause 12 (Winding Up) hereof.

5. PARTNERSHIP

5.1 In order to secure and further the objectives of the Project as set out in the Extended Local Partnership Agreement the Partners have established a Partnership.

5.2 In order to further the objectives of the Partners as set out in the said Schedule each of the Partners has agreed to delegate to their aligned managers, with direction and advice provided by the Partnership, responsibility for advising the Partners on the development of integrated health and social care services in accordance with the Local Partnership Agreement .

5.3 The Partnership shall, insofar as it conforms to the approved strategic objectives and priorities of the Partners:-

- (a) regulate its proceedings and business according to the Partnership approved Standing Orders when available,
- (b) agree the basis on which any joint facilities or services are to be procured and provided and the basis on which contracts for such services are to be entered into (taking into account that the Partnership is not a separate legal entity unless it is established as such by statute or otherwise, facilities and services will be procured by one of the Partners on behalf of the Partnership) in accordance with the terms of Clause 6 (Power to Contract) of this Agreement;
- (c) agree the programme for, and the method of, providing an integrated health and social care service for the population of The area;
- (d) agree a strategy to achieve the objectives of the Project, as detailed in Schedule 1 annexed hereto, with a view to ensuring joint service delivery and that access to and information about the services, are available to clients in a clear and user-friendly form.
- (e) further the sharing of information, including client assessments, among the Partners with a view to enhancing the provision of service to clients, taking into account the Data Protection Act 1998 and the statutory and common law obligations of confidentiality;
- (f) develop strategies to facilitate communication among the Partners and other agencies, with a view to securing the Project aims and objectives;
- (g) develop strategies to address human resources issues that may arise, bearing in mind that each Partner will retain responsibility for its employees, who will continue to

be employed under existing terms of service unless otherwise agreed by the Partners for the better provision of the service;

- (h) develop the integration of information technology systems as required by the Partners;
- (i) establish financial arrangements for the Project, that satisfy the requirements of all Partners, taking into account current statutory reporting and auditing requirements which apply to the Partners and the Partners' individual public accountability for expenditure;
- (j) together with the Partners, consider the legal issues and arrangements required to further the Project;
- (k) review the performance of each Partner of its obligations under this Agreement;
- (l) report to the Partners on progress in furthering the objectives of the Project as and when required and in a form agreed by the Partners;
- (m) ensure that financial statements in respect of the income and expenditure within the aligned budgets, together with detailed annual reports, are prepared in accordance with the requirements of the Partners and Clause 7 (Financial Accountability) of this Agreement and shall ensure that reasonable access to financial information relevant to the Partnership is available to the Partners and their appointed internal and external auditors;
- (n) accept and comply with any other requirements imposed by the Partners necessary to ensure delivery of each individual Partners Statutory Duty.

6. POWER TO CONTRACT

The Partnership is not a separate legal entity and this Agreement shall not be regarded for any purpose as giving rise to contractual rights or liabilities. Nor shall the Partnership be entitled to enter into any contract or agreement with a third party in its own name. Each of the Partners accordingly undertakes to retain existing contracts and enter into new contracts in its name insofar as these are appropriate in furthering the objectives of the Project.

7. ACCOUNTABILITY

The Chief Executive and executive Directors of each partner organisation shall retain their existing Corporate accountability. Specifically any required variation to the arrangements for Corporate Governance, Financial control and Clinical Governance that exist within each partner organisation will require to be ratified and adopted by that organisation prior to implementation by the Partnership.

Responsibility for budgetary control will be devolved initially through aligned management arrangements as they currently exist within each partner organisation. The partners agree to investigate single management arrangements in accordance with the provisions on Joint Working in part 2 of the Community Care and Health (Scotland) Act 2002 during the period of this agreement.

8. BUDGET AND RESOURCES

8.1 The Partners acknowledge that the Partnership is not a separate legal entity and that its successful operation is dependent on the continued co-operation and alignment of budgets by the Partners. The budget and resources of the organisation will be targeted in accordance with the Local Partnership Agreement and in line with the Local Health Plan and Joint Community Care plan. Any alteration that will impact on the delivery of these objectives will be discussed with each of the partners to this agreement. The scheme of delegation within each partner organisation will allow, where appropriate, for an employee of one of the other partner organisations, to be formally appointed to the position of manager of a designated service under an agreed joint management structure.

- 8.2 Each Partner confirms it is committed to aligning budgets to enable the Partnership to further the objectives of the project.
- 8.3 The Partnership will make an annual budget submission, detailing the services to be provided and the contribution from each of the partner organisations prior to 31st March for the following financial year or as soon as possible thereafter following each of the Partners internal budget setting process.
- 8.4 The Partners agree that any request from the Partnership to access additional service development funding will be given due consideration by each Partner against available resource and prioritised on a consistent basis with all other requests for funding in line with National and Local priorities.
- 8.5 The agreed level of contribution and any subsequent amendments will be authorised by the Chief Executive of the Partner organisation making the contribution.
- 8.6 The level of contribution is conditional upon the continued financial viability of the Partner organisations who reserve the right, following reasonable consultation, to reduce or increase the sums available as appropriate. Specifically the Partner organisations may utilise fortuitous or planned savings against budgetary pressures elsewhere in the system or inject additional funding to meet specific cost pressures at their discretion.
- 8.7 In arriving at the aligned budgets in any year the Partners will agree on the budget in a manner consistent with the treatment of all other revenue budgets within their respective organisations.
- 8.8 The aligned managers shall be involved in the budget setting process of each Partner organisation.
- 8.9 The financial target to be met by the Partnership is to break even on an income and expenditure basis. The aligned managers shall inform the Partners on a monthly basis and

the Partnership on at least a quarterly basis of the financial position on the Joint Budget, noting any material budgetary and related variances, giving an opinion on the adequacy of the corrective action being taken and making other recommendations as necessary. The Aligned managers will also advise the Partners forthwith if they become aware of a potential overspend. The Partnership will consult with the Partners and agree actions that shall be implemented to bring projected expenditure back to a break-even position.

- 8.10 The Partners may include a memorandum income and expenditure statement relating to the Partnership in their statutory accounts.
- 8.11 All financial transactions carried out in the name of the Partnership shall be regulated, by the Scheme of Delegation and Standing Financial Instructions of the Partner organisations in so far as transactions are committed against an aligned budget. The scheme of delegation within each partner organisation will allow, where appropriate, for an employee of one of the other partner organisations, to be formally appointed to the position of manager of a designated service under an agreed joint management structure. The level of delegated authority assigned will be consistent with all other similar service managers within the host organisation. For example in certain circumstances it may be appropriate to combine a community nursing team with the social work care management budget and appoint a single service manager. This single service manager would carry the delegated authority of a nursing team leader within Health and of a care manager within the Local Authority scheme of delegation. It is expected that over time each of the Partner organisations will agree to adopt a specific common scheme of delegation and Standing Financial Instructions for the Partnership Body.
- 8.12 Powers of virement will be managed according to the the Scheme of Delegation and Standing Financial Instructions of the Partner organisations until such time as each of the Partner organisations will agree to adopt a specific common scheme of delegation and Standing Financial Instructions for the Partnership Body.

8.13 The Partnership will ensure that aligned budgets are managed efficiently and effectively to meet the objectives of the Project. In the event that the Partnership requires additional funding to meet its objectives it will be open to the Partnership to seek additional funding from the Partners which will be considered and may be agreed between the Partners.

8.14 Each year the Partnership will provide to the Partners:-

(a) accounts for the Financial Year setting out the income and expenditure of the Partnership together with a summary in such form as the Partners direct; taking into account current statutory reporting and auditing requirements which apply to the Partners and the Partners' individual public accountability for expenditure;

(b) reports on the working of the Partnership as and in the form required by the Partners including details of application of the funds supplied by the Partners;

8.15 In the event that any Partner is not satisfied that the accounts are in accordance with the aligned budget, the Chief Executive or Director of Finance of the relevant Partner may request a meeting with the other Partners and the Partnership with a view to resolving any differences, all parties acting in good faith.

9. AUDIT

9.1 The Chief Internal Auditors of the Partner organisations shall jointly prepare Strategic and Annual Plans on the basis of an agreed and common risk assessment methodology. These Plans shall be presented to the Partnership at the beginning of the financial year(s) to which they relate

9.2 The Directors of Finance of the Partner organisations shall meet with their respective External Auditors and agree the External Audit requirements of The Partnership.

10. LIABILITY, RISK MANAGEMENT AND INSURANCE

Each Partner shall remain separately responsible for staff employed by and contracts entered into by that Partner. The Aligned manager shall be responsible for ensuring that, wherever possible, the relevant Partner is defined and the appropriate risk management arrangements applied for all activities and assets. The Aligned manager shall prepare a risk management strategy for those areas of risk (such as business risk) where responsibility cannot be assigned to a single Partner. The relevant Partner shall ensure that insurance arrangements exist where appropriate and allowable in accordance with the risk management programme.

11. CONFIDENTIALITY

Each Partner shall treat as strictly confidential information which may become available to it about any other Partner as a result of any Partner's involvement in the Partnership.

12. WINDING UP

12.1 Any of the Partners to this agreement may at any time give 6 months notice of an intention to terminate it. Should such notice be given all Partners will use their best endeavours to arrive at an alternative agreement or an agreed variation to this agreement.

12.2 Should the Partners conclude that such endeavours are not likely to be successful, this agreement will be terminated from a date no later than 6 months from the receipt of the notification or such other date as may be agreed between the parties.

13. VARIATION

This agreement may be varied at any time by agreement between the Partners.

14.

INTELLECTUAL PROPERTY

- 14.1 Unless otherwise agreed, all data, information, audit plans, reports and any written document created or produced by the Partnership pursuant to providing the Services detailed in Schedule 2 annexed hereto shall be the property of the Partners equally.
- 14.2 Unless otherwise agreed, all and any intellectual property rights in such data, information, audit plans, reports and any written material shall vest equally in the Partners.

For and on behalf of NHS Grampian

Signed by.....

Signed By.....

Print Name.....

Print Name.....

Chief Executive.....

Director of Finance.....

Place.....

Place.....

Date.....

Date.....

For and on behalf of The Moray Council

Signed by.....

Signed by.....

Print Name.....

Print Name.....

Chief Executive.....

Director of Finance.....

Place.....

Place.....

Date.....

Date.....