

## **Moray Integration Scheme**

### **Introduction**

This document outlines the future governance framework for how adult and older people care services will be integrated and delivered by The Moray Council and NHS Grampian.

Following the Public Bodies (Joint Working) (Scotland) Act receiving Royal Assent in April 2014, all Health and Social Care Partnerships in Scotland are required to submit their final Integration Schemes for approval to Scottish Government Ministers by April 2015 and when approved the Moray Integration Scheme will become a key reference document which will be used to inform all future related integration plans. Because this document is important, we therefore want to consult and seek your views on this draft Integration Scheme before we submit our final document to the Scottish Government.

In developing this draft Integration Scheme we have engaged with carers, people who currently use health and social care services in Moray, and our joint workforce. We now also want to ensure that the consultation on this document continues to be as inclusive as possible.

To this end, we would like to hear your views on the draft vision, principles and values for our new Partnership that will support the personal and service outcomes we want to achieve, the future responsibilities of the Moray Integrated Joint Board, the range of services -across acute, primary and secondary health and social care- that the Integrated Joint Board will have responsibility for managing, the financial arrangements for supporting the new partnership and the underpinning principles for care governance, handling complaints and addressing liability that will be put in place.

Finally, we strongly encourage you, as either an individual, or as a representative of a group, to respond to this consultation exercise. This is because once approved by

Scottish Ministers, the contents of this Integration Scheme will be final and it shall not be possible to make any modifications to the Integration Scheme without a further consultation and approval by Scottish Ministers.

For this reason, the Moray Integration Scheme will also set out the parameters of our Strategic Plan which will present in more detail the changes to the way we propose to deliver integrated care services in the future. This document is required to be submitted to the Integration Joint Board by April 2016 and will we once again be seeking your views and comments on the Moray Strategic Plan prior to its final approval.

At a time when the health and social care system is facing significant demographic and financial challenges, I would like to thank you in advance for considering how we can best improve the quality of care we deliver to the people of Moray.

### **Aims and Outcomes of the Integration Scheme**

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

1. People are able to look after and improve their own health and wellbeing and live in good health for longer.
2. People, including those with disabilities or long term conditions or who are frail are able to live, as far as reasonably practicable, independently and at home or in a homely setting in their community.
3. People who use health and social care services have positive experiences of those services, and have their dignity respected.

4. Health and social care services are centred on helping to maintain or improve the quality of life of people who use those services.
5. Health and social care services contribute to reducing health inequalities.
6. People who provide unpaid care are supported to look after their own health and wellbeing, including to reduce any negative impact of their caring role on their own health and wellbeing.
7. People using health and social care services are safe from harm.
8. People who work in health and social care services feel engaged with the work they do and are supported to continuously improve the information, support, care and treatment they provide.
9. Resources are used effectively and efficiently in the provision of health and social care services.

## **Our Vision, Purpose, Principles and Values**

In aiming to fulfil the above 9 National Health and Well-being Outcomes, the following Vision, Purpose, Principles and Values have been developed by listening to the views of people who presently use health and social care services in Moray or who are involved in the delivery of care and support.

### **Our Vision**

- The people of Moray will lead independent, healthy and fulfilling lives in active and inclusive communities, where everyone is valued, respected and supported to achieve their own goals.

### **Our Purpose**

- Through health, social care and third sector professionals working together with patients, unpaid carers, service users and their families, we will promote choice, independence, quality and consistency of services by providing a seamless, joined up, high quality health and social care service. When it is safe to do so, we will always do our utmost to support people to live independently in their own homes and communities for as long as possible. We will strive to ensure resources are used effectively and efficiently to deliver services that meet the needs of the increasing number of people with longer term and often complex care needs; many of whom are older.

### **Our Principles**

- **A single point of contact.** We will make it easier for people to access information and support by having a single point of contact for accessing all health and social care services.
- **Continuity of Care.** We will appoint a single lead professional across health and social care to facilitate improved communication with people in need of support and when possible we will aim to provide continuity of care.

- **Health and social care professionals share information.** We will work to ensure that people will have to tell their story only once and that their information is shared with all relevant professionals.
- **Signposting.** Information and advice should be provided in a format that is right for the person and is readily available in their community.
- **Personalisation.** Our vision means that we don't provide the same service for everyone but the right service for each person. We will always aim to provide choice and control.
- **Community Outcomes.** We will aim to support local communities to determine their own health & well-being priorities and we will work in partnership towards the realisation of these agreed outcomes.
- **The conversation is at the heart of what we do and is the key to meaningful action.** Identifying positive outcomes that matter to people is based on a conversation with the service user, patient, unpaid carer and sometimes the whole community. This level of engagement is the essential first step in delivering an outcomes based service.
- **Best Value.** We will always endeavour to make the best use of public money by ensuring that our services are efficient, effective and sustainable.

### **Our values**

- We will always work to support people to achieve their own outcomes and goals that improve their quality of life.
- We will always listen and treat people with respect.
- We will always value the support and contribution provided by unpaid carers.
- We will respect our workforce and give them the support and trust they need to help them achieve positive outcomes for the people of Moray.

## Integration Scheme

### The parties:

**THE MORAY COUNCIL**, established under the Local Government etc (Scotland) Act 1994 and having its principal offices at Council Offices, High Street, Elgin, Moray IV30 1BX (hereinafter referred to as “the Council” which expression shall include its statutory successors);

And

**NHS GRAMPIAN**, established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as “NHS Grampian”) and having its principal offices at Summerfield House, 2 Eday Road, Aberdeen AB15 6RE (hereinafter referred to as “NHS Grampian” which expression shall include its statutory successors)

(together referred to as “the Parties”)

### 1. Definitions And Interpretation

1.1 In this Integration Scheme, the following terms shall have the following meanings:-

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

“The Parties” means the Moray Council and NHS Grampian;

“The Scheme” means this Integration Scheme;

“IJB” means the Integration Joint Board to be established by Order under section 9 of the Act;

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

“The Integration Scheme Regulations” means the Public Bodies (Joint Working) (Integration Scheme) (Scotland) Regulations 2014;

“Integration Joint Board Order” means the Public Bodies (Joint Working) (Integration Joint Boards) (Scotland) Order 2014;

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

“Direction” means an instruction from the Integration Joint Board in accordance with section 26 of the Act;

“Integrated Budget” means the Budget for the delegated resources for the functions set out in the Scheme;

“Payment” means all of the following: a) the Integrated Budget contribution to the Integration Joint Board; b) the resources paid by the Integration Joint Board to the Parties for carrying out directions, in accordance with section 27 of the Act and c) does not require that a bank transaction is made;

“Chief Officer” means the Officer appointed by the Integration Joint Board in accordance with section 10 of the Act; and

“Section 95 Officer” means the statutory post under the Local Government (Scotland) Act 1973 being the Accountable (Proper) Officer for the administration and governance of the financial affairs of the Council.

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

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

## **2. Local Governance Arrangements**

- 2.1 Having regard to the requirements contained in the Regulations, the Parties require to supply the detail of the remit and constitution of the IJB which includes, but is not limited to, the following:
- 2.1.1 The remit of the IJB is to prepare and implement a Strategic Plan in relation to the provision of health and social care services to adults in their area in accordance with sections 29-39 of the Act.
- 2.1.2 The regulation of the IJB's procedure, business and meetings and that of any Committee of the IJB will follow the Standing Orders which will be agreed by the IJB at its first meeting, and which may be amended by the IJB. The Standing Orders will be set out in a separate document.
- 2.1.3 NHS Grampian and the Council will continue to have in place an appropriate governance structure to ensure effective delivery of any functions or services not delegated as part of this Scheme.
- 2.1.4 NHS Grampian and the Council and any of their Committees will positively support through productive communication and interaction the IJB and its Committees to allow it to achieve its Outcomes and Vision. The IJB will similarly support through productive communication and interaction NHS Grampian and the Council and any of their Committees in their delivery of integrated and non-integrated services.
- 2.1.5 The IJB will have distinct legal personality and the autonomy to manage itself. There is no role for NHS Grampian or the Council to independently sanction or veto decisions of the IJB.
- 2.1.6 The IJB will create such Committees that it requires to assist it with the planning and delivery of integrated services.



2.1.7 The IJB will be a statutory partner in the Community Planning Partnership in terms of s.4(4) and Schedule 1 of the Community Empowerment Bill and as such a member of the Community Planning Board and shall, along with the other statutory partners, report to the Community Planning Board. The IJB shall assist in the identification of priorities for the Community Planning Board's strategic partnerships as appropriate.

### **3. Board Governance**

3.1 The arrangements for appointing the voting membership of the IJB are as follows:-

3.1.1 The Council shall nominate three councillors; and

3.1.2 NHS Grampian shall nominate three Health Board members (this will comprise a minimum of two non-executive directors)

3.2 The voting membership of the IJB shall be appointed for a term of 3 years. In respect of voting members who are members of the Health Board, once their term comes to an end they may be appointed to the voting membership of the IJB of Aberdeen City or Aberdeenshire.

3.3 A voting member of the IJB from the Council shall cease to be voting member of the IJB if he/she resigns or is removed from office. A Health Board member shall cease to be a member if he/she no longer holds his/her membership with the Health Board. The IJB Members are there *ex officio* (by nature of their other appointment).

3.4 A voting member of the IJB shall also cease to be a voting member of the IJB if he/she fails to attend three consecutive meetings of the IJB, provided the absences were not due to illness or other reasonable cause (which shall be a matter for the IJB to determine). In this event the IJB shall give the member

one month's notice in writing of his/her removal. The IJB will at the same time request that the organisation of that member nominate a replacement, who will be appointed to the voting membership of the IJB as soon as the other member is removed, or within such other time as is reasonably practicable.

3.5 The IJB is required to co-opt non-voting members to the IJB and shall do so at its first meeting. The number of additional members to be appointed shall be agreed by the Shadow IJB (Transitional Leadership Group) prior to 1 April 2015.

3.6 The arrangements for appointing the Chair and Vice Chair of the IJB are as follows:-

3.6.1 The first Chair shall be nominated by [the Council/NHS Grampian]. The organisation which has not nominated the Chair shall nominate the Vice Chair.

3.6.2 After the term of the first Chair comes to an end, the Vice Chair will become the next Chair and the outgoing Chair's organisation will then nominate the next Vice Chair, which the IJB shall appoint.

3.6.3 The term of Chair and Vice Chair shall be for one year. The office of Chair may come to an end before the expiry of one year if the Chair is no longer a member of the IJB, in which event the Vice Chair shall assume the position of Chair and shall begin a term of one year from the date of this appointment.

3.7 The IJB may require various support services in order to perform its functions. In the transitional period between April 2015 and April 2016, the Parties shall each make available suitable resources to the IJB. This shall include the provision of any professional, technical or administrative services for the purpose of preparing a Strategic Plan and carrying out integration functions. The Parties shall enter into an agreement in respect of how these resources will be made available. Before the end of the transitional period, the IJB will consider whether it requires to make arrangements to obtain its own

administrative and/or support services or whether these will continue to be provided by the Parties.

#### **4. Delegation of Functions**

- 4.1 The functions that are to be delegated by the Health Board to the Integration Joint Board are set out in Part 1 of Annex 1. The services to which these functions relate, which are currently provided by the Health Board and which are to be integrated, are set out in Part 2 of Annex 1.
- 4.2 The functions that are to be delegated by the Local Authority to the Integration Joint Board are set out in Part 1 of Annex 2. The services to which these functions relate, which are currently provided by the Local Authority and which are to be integrated, are set out in Part 2 of Annex 2.
- 4.3 In exercising its functions, the IJB must take into account the Parties' requirements to meet their respective statutory obligations. Apart from those functions delegated by virtue of this Scheme, the Parties retain their distinct statutory responsibilities and therefore also retain their formal decision-making roles.
- 4.4 The delegation of functions from the Parties to the IJB shall not affect the legality of any contract made between either of the Parties and any third party, which relates to the delivery of integrated or non-integrated services. The IJB shall be mindful of the Parties' contracts and will enter into a joint commissioning strategy with the Parties.

#### **5. Local Operational Delivery Arrangements**

- 5.1 The local operational arrangements agreed by the Parties are:

5.2 The responsibilities of the membership of the IJB in relation to monitoring and reporting on the delivery of integrated services on behalf of the Parties are as follows:-

5.2.1 The IJB is responsible for the planning of integrated services and achieves this through the Strategic Plan. It directs the Parties to deliver services in accordance with the Strategic Plan.

5.2.2 The IJB will continue to monitor the performance of the delivery of integrated services using the Strategic Plan on an ongoing basis.

5.2.3 The Chief Officer is responsible for the operational management of the delivery of integrated services and reports to the IJB.

5.2.4 The Chief Social Work Officer and the Director of Nursing will have a key role in the planning and delivery of integrated services and the IJB shall communicate with them regarding the planning and delivery of integrated services and non-integrated services to ensure these are appropriately co-ordinated.

5.2.5 The IJB will as a minimum make an annual report to the Parties on the performance of the delivery of services against the Strategic Plan and of strategic decisions made.

## **6. Strategic Plan**

6.1 The process to consider the Strategic Plan within the Moray integration authority area as well as any potential impact on the Strategic Plans of other integration authorities is as follows:-

6.1.1 The IJB will work collaboratively with the IJBs of Aberdeenshire and Aberdeen City to ensure that the Strategic Plans are appropriately co-ordinated for the delivery of services across the Grampian area.

- 6.1.2 If requested by NHS Grampian, the IJB will also liaise with other IJBs using NHS Grampian services (for example, the Orkney & Shetland IJB).
- 6.1.3 Consideration will also be given to any potential impact upon or by the Strategic Plans of neighbouring integration authorities such as Highlands & Islands.
- 6.2 The IJB will use its Strategic Plan to develop local outcome measures which will be complimentary to the nationally determined outcome measures. For example, in the transitional year, it is anticipated that the Strategic Plan will have a focus on localities and these will be reflected in the local outcomes.
- 6.3 The Strategic Plan will typically be for a three year term and will be reviewed within three years as required by the Act.
- 6.4 The IJB shall have its first Strategic Plan approved by the IJB no later than 1 April 2016.
- 6.5 The Parties have created a Joint Performance Management Group to oversee the progress of implementation of the Strategic Plan and to evaluate outcomes for individuals living in the Moray integration authority area.
- 6.6 The Parties recognise that the IJB will have an impact on key decisions regarding outcomes for the people of Moray.
- 6.7 The Strategic Planning Group's work in conjunction with the Joint Performance Management Group shall enable the IJB to assure itself around the monitoring and performance of the delivery of integrated services in accordance with the Strategic Plan.
- 6.8 In addition to national outcome measures and performance indicators, the Shadow IJB has a Joint Outcomes Group and together with the Joint Performance Management Group has prepared a Joint Performance

Management Plan which takes a systems approach to analysing progress against approximately 100 measures which relate to the impact of the quality of the services delivered in the Moray integration authority area. The cultural shift towards embedding a personal outcomes approach to the delivery of services will also be integral to providing an annual Performance Report. This has been developed in a Joint Outcomes Framework by the Joint Outcomes Group. Both documents are considered to be complimentary in terms of the continuous improvement of the IJB.

- 6.9 The Parties shall assist the IJB in the preparation of the Strategic Plan by making suitable resources and support available to the Strategic Planning Group.

## **7. Clinical and Professional Governance**

- 7.1 The arrangements for clinical and professional governance agreed by the Parties are:
- 7.2 The Parties anticipate that the IJB will have a management structure where professionals may report to someone of a different profession. For all professional groups, an appropriate professional structure will be put in place to support both managers and practitioners with the provision of professional supervision and advice as required. The IJB will enable professions to develop mechanisms to obtain peer support within teams.
- 7.3 Professional health care and social work advice will be provided to the IJB, the Strategic Planning Group, localities and persons to whom functions are delegated through an integrated professional governance group comprised of health and social care professionals. The integrated professional group shall have a membership comprising professionals from both the Parties and the third sector. The Chair(s) of the professional governance group or such other appropriate members shall inform and advise the IJB, Strategic Planning

Group and any other Group or Committee of the IJB as required. The IJB shall also have the Chief Social Work Officer and the clinical lead as its non-voting membership, who in turn can provide it with advice.

- 7.4 There will be at least one lead from each of the Parties' senior professional staff on the integrated professional governance group, which may include the Chief Social Work Officer and clinical lead. The membership of the integrated governance group and its remit shall continue to be developed during the transitional year.
- 7.5 The Council and NHS Grampian will continue to monitor and report on clinical and professional governance matters through their existing mechanisms to comply with legislative and policy requirements. This shall be in respect of both integrated services and non-integrated services, until such time as there is a change in statutory requirements, when further consideration can be given to amending these arrangements as required.
- 7.6 The integrated professional governance group will be represented on the established clinical and professional forums/groups of both the Council and NHS Grampian to address matters of risk, safety and quality.
- 7.7 There will be effective communication, engagement and information sharing between the integrated professional governance group and those of the Council and NHS Grampian.

## **8. Chief Officer**

- 8.1 The IJB shall appoint a Chief Officer in accordance with section 10 of the Act. The arrangements in relation to the Chief Officer agreed by the Parties are:
- 8.2 The IJB will appoint the Chief Officer in agreement with Chief Executives of both Parties.

- 8.3 An interim Chief Officer may be appointed by arrangements made jointly by the Chief Executives of both Parties in consultation with the Chair of the IJB.
- 8.4 The Chief Officer will be a member of the appropriate senior management teams of NHS Grampian and the Council. This will enable the Chief Officer to work with senior management of both Parties to carry out the functions of the IJB in accordance with the Strategic Plan.
- 8.5 The Chief Officer will be line managed by the Chief Executives of the Parties or such other delegated officers. The Chief Officer shall also report to the IJB.

## **9. Workforce**

- 9.1 The arrangements in relation to their respective workforces agreed by the Parties are:
- 9.2 Staff engaged in the delivery of integrated services shall remain employed by their existing organisations.
- 9.3 The Council and NHS Grampian are working towards a single process for future appointments, regardless of who the employing organisation will be, unless contrary to statutory obligations. This will include all stages of the process i.e. from the initial agreement to fund the post, through advertising and recruitment procedures, to individuals taking up post. This process will continue to be developed. These appointed individuals can be managed by either organisation or a combination of both.
- 9.4 The IJB is planning to have a fully integrated management system where all teams will have individuals reporting through a person employed by another organisation. Both Parties are in agreement that staff employed by their organisations will take and follow instruction from a manager of the other



organisation. To this end, the Parties have agreed principles to provide the framework for integrated management of the workforce. In addition, a series of guidance notes for managers and staff have been prepared to indicate how the respective human resource policies of NHS Grampian and the Council can be aligned and effectively implemented. This recognises that different processes may be required for staff attached from either NHS Grampian or the Council.

- 9.5 Arrangements will be in place for professional supervision for registered workers.
- 9.6 As the integrated teams are developed, so the integrated Workforce plan will follow, using the agreed principles. The joint Workforce plan will relate to the development and support to be provided to the workforce who are employed in pursuance of integrated services and functions. The process of developing integrated teams will be initiated during the first year of the IJB, building on preparatory work initiated in 2014.
- 9.7 The Organisational Development strategy will be in place for the inception of the IJB, and will be informed by the Employee Engagement Process being followed as part of the Joint Outcomes work stream. As these plans need updated they can be considered and approved by the IJB.

## **10. Finance**

### **10.1 Financial Governance**

- 10.1.1 The IJB will have no cash transactions and will not directly engage or provide grants to third parties.

- 10.1.2 The IJB will have appropriate assurance arrangements in place (detailed in the Strategic Plan) to ensure best practice principles are followed by the Parties for the commissioned services.
- 10.1.3 The IJB will, initially, not have a separate Audit Committee. Areas requiring scrutiny and review such as the internal audit plan, internal audit reports, annual accounts, external audit reports, etc. will be considered at the next appropriate meeting of the IJB. The IJB can establish a separate Audit Committee if it is subsequently considered that this is merited.
- 10.1.4 The IJB will be responsible for establishing adequate and proportionate internal audit service for review of the arrangements for risk management, governance and control of the delegated resources. The IJB will accordingly appoint Internal Auditors to report to the Chief Officer and IJB on the proposed annual audit plan, ongoing delivery of the plan, the outcome of each review and an annual report on delivery of the plan.
- 10.1.5 The Accounts Commission will confirm the external auditors for the IJB.
- 10.1.6 Further details of financial governance and Financial Regulations are contained in a separate document outwith this Scheme.

## **10.2 Payments to the IJB – General**

- 10.2.1 The payment made by each Party is not an actual cash transaction for the IJB. There will be a requirement for an actual cash transfer to be made between the Parties to reflect the difference between the payment being made by a Party and the resources delegated by the IJB to that Party to deliver services. Any cash transfer will take place between the Parties monthly in arrears based on the annual budgets set by the Parties and the directions from the IJB. A final transfer will be

made at the end of the financial year on closure of the annual accounts of the IJB to reflect in-year budget adjustments agreed.

- 10.2.2 Resource Transfer – The existing resource transfer arrangements will cease upon establishment of the IJB and instead NHS Grampian will include the equivalent sum in its budget allocation to the IJB. The Council payment to the IJB will accordingly be reduced to reflect this adjustment.
- 10.2.3 Value Added Tax (VAT) – the budget allocations made will reflect the respective VAT status and treatments of the Parties. In general terms budget allocations by the Council will be made net of tax to reflect its status as a Section 33 body in terms of the Value Added Tax Act 1994 and those made by NHS Grampian will be made gross of tax to reflect its status as a Section 41 body in terms of the Value Added Tax Act 1994.

### **10.3 Payments to the IJB – 1st Financial Year**

- 10.3.1 Each Party will follow their existing budget setting process in setting budgets for delegated functions for the financial year commencing 1 April 2015, giving due consideration of recent past performance and existing plans. The outcome of this process will be to set a recurring budget for the IJB for delegated functions as at 1 April 2015.
- 10.3.2 In doing so, the Parties will treat budget setting for delegated functions in a manner which is consistent with their budget setting process for other services provided by the Parties (i.e. the fact that delegated functions will become integrated should not influence the way in which budgets are set for delegated functions). This process must be transparent and the assumptions underlying the budgets must be available to all Parties.

10.3.3 If the IJB becomes formally established part way through the 2015/16 financial year, the Director of Finance of NHS Grampian and the Section 95 Officer of the Council, in consultation with the Chief Finance Officer of the IJB, will agree on a proportionate split of the budget for the year. This would be formally ratified by the Council and NHS Grampian.

10.3.4 Each Party acknowledges that Integration arrangements will still be evolving in 2015/16 and therefore accepts that payment in the first year to the IJB is likely to be indicative in nature. Due diligence will need to be carried out at the end of the 2015/16 financial year to assess the adequacy of the payment made in the first year for delegated functions.

#### **10.4 Payments to the IJB - 2<sup>nd</sup> Financial year onwards**

10.4.1 The payment that will be determined by each Party requires to be agreed in advance of the start of the financial year. Each Party agrees that the baseline payment to the IJB for delegated functions will be formally advised to the IJB and the other Party by 28<sup>th</sup> February each year.

10.4.2 In subsequent years, the Chief Officer and the Chief Finance Officer of the IJB will develop a case for the Integrated Budget based on the Strategic Plan and present it to the Council and NHS Grampian for consideration as part of the annual budget setting process, in accordance with the timescales contained therein. The case should be evidence based with full transparency on its assumptions and analysis of changes.

10.4.3 The final payment into the IJB will be agreed by the Parties in accordance with their own processes for budget setting.

10.4.4 The IJB will approve and provide direction to the Parties by 31<sup>st</sup> March each year regarding the functions that are being directed, how they are to be delivered and the resources to be used in delivery.

## **10.5 Method for determining the amount set aside for hospital services**

10.5.1 National guidance is being prepared by the Integrated Resources Advisory Group (IRAG) on this matter. NHS Grampian will seek to apply the national guidance once received in determining the amount set aside for hospital services.

## **10.6 Financial Management of the IJB**

10.6.1 The Council will host the financial transactions specific to the IJB.

10.6.2 The Chief Finance Officer of the IJB will be accountable for the annual accounts and financial planning (including the financial section of the Strategic Plan) and will provide financial advice and support to the Chief Officer and the IJB. The IJB and the Parties will agree the basis of appointment to this role.

10.6.3 Recording of all financial information in respect of the integrated services will be in the financial ledger of the Party which is delivering the services on behalf of the IJB.

10.6.4 The Parties will provide the required financial administration to enable the transactions for delegated functions (e.g. payment of suppliers, payment of staff, raising of invoices etc.) to be administered and financial reports to be provided to the Chief Finance Officer of the IJB. The Parties will not charge the IJB for this service.

## **10.7 Financial reporting to the IJB and the Chief Officer**

10.7.1 Financial reports for the IJB will be prepared by the Chief Finance Officer of the IJB, in consultation with the Director of Finance of NHS Grampian and the Section 95 Officer of the Council. The format and frequency of the reports to be agreed by the Chief Officer and the Chief Finance Officer of the IJB in conjunction with the Director of Finance of NHS Grampian and the Section 95 Officer of the Council.

10.7.2 To assist with the above the Parties will provide information to the IJB regarding costs incurred by them on a monthly basis.

10.7.3 Where any report to the IJB has a financial implication for either of the Parties agreement of that Party is required before submission of the report to the IJB. The responsibility for preparation of the annual accounts of the IJB will rest with the Chief Finance Officer of the IJB. The Chief Finance Officer of the IJB will agree a timetable for the preparation of the annual accounts with the Director of Finance of NHS Grampian and the Section 95 Officer of the Council. The timetable for production of the annual accounts of the IJB will be set following the issue of further guidance from the Scottish Government.

10.7.4 Financial monitoring reports will be produced for the Parties in accordance with timetables to be agreed at the start of each financial year.

## **10.8 The process for addressing in year variations in the spending of the IJB**

### **10.8.1 Reductions in payment by Parties to the IJB**

10.8.1.1 The Parties do not expect to reduce the payment to the IJB in-year unless there are exceptional circumstances resulting in significant unplanned costs for the Party. In such exceptional circumstances the following escalation process would be

followed before any reduction to the in-year payment to the IJB was agreed:-

- a) The Party would seek to manage the unplanned costs within its own resources, including the application of reserves where applicable.
- b) Each Party would need to approve any decision to seek to reduce the in-year payment to the IJB.
- c) Any final decision would need to be agreed by the Chief Executives of both Parties and by the Chief Officer of the IJB, and be ratified by the Parties and the IJB.

## **10.8.2 Variations to the planned payments by the IJB**

10.8.2.1 The Chief Officer is expected to deliver the agreed outcomes within the total delegated resources of the IJB. Where a forecast overspend against an element of the operational budget emerges during the financial year, in the first instance it is expected that the Chief Officer, in conjunction with the Chief Finance Officer of the IJB, will agree corrective action with the IJB.

10.8.2.2 If this does not resolve the overspending issue then the Chief Officer, the Chief Finance Officer of the IJB and the Director of Finance of NHS Grampian and the Section 95 Officer of the Council must agree a recovery plan to balance the overspending budget.

## **10.8.3 IJB Overspend against payments**

10.8.3.1 In the event that the recovery plan is unsuccessful and an overspend is evident at the year-end, uncommitted reserves held by the IJB, in line with the reserves policy, would firstly be used to address any overspend.

- 10.8.3.2 In the event that an overspend is evident following the application of reserves, the following arrangements will apply for addressing that overspend:-
- a) A single Party may make an additional one off payment to the IJB,
  - or
  - b) The Parties may jointly make additional one off payments to the IJB in order to meet the overspend. The split of one off payments between Parties in this circumstance will be based on each Party's proportionate share of the baseline payment to the IJB, regardless of in which arm of the operational budget the overspend has occurred in.
- 10.8.3.3 The recovery plan may include provision for the Parties to recover any such additional one off payments from their baseline payment to the IJB in the next financial year.
- 10.8.3.4 The arrangement to be adopted will be agreed by the Parties.

#### **10.8.4 IJB underspend against payments**

- 10.8.4.1 In the event of a forecast underspend the IJB will require to decide whether this results in a redetermination of payment or whether surplus funds will contribute to the IJB's reserves.
- 10.8.4.2 The Chief Officer and Chief Finance Officer of the IJB will prepare a reserves policy for the IJB, which requires the approval of the IJB and the Director of Finance of NHS Grampian and the Section 95 Officer of the Council. The reserves policy will be reviewed on a periodic basis.



- 10.8.4.3 In the event of a return of funds to the Parties, the split of returned payments between Parties will be based on each Party's proportionate share of the baseline payment to the IJB, regardless of which arm of the operational budget the underspend occurred in.

## **10.9 Capital**

### **10.9.1 The use of capital assets in relation to integration functions**

- 10.9.1.1 Ownership of capital assets will continue to sit with each Party and capital assets are not part of the payment or "set aside".
- 10.9.1.2 If the IJB decides to fund a new capital asset from revenue funds then ownership of the resulting asset shall be determined by the Parties.
- 10.9.1.3 The Strategic Plan will drive the financial strategy and will provide the basis for the IJB to present proposals to the Parties to influence capital budgets and prioritisation.
- 10.9.1.4 A business case with a clear position on funding is required for any change to the use of existing assets or proposed use of new assets. The Chief Officer of the IJB is to develop business cases for capital investment for consideration by NHS Grampian and the Council as part of their respective capital planning processes.
- 10.9.1.5 The Chief Officer of the IJB will liaise with the relevant officer within each Party in respect of day to day asset related matters including any consolidation or relocation of operational teams.

- 10.9.1.6 It is anticipated that the Strategic Plan will outline medium term changes in the level of budget allocations for assets used by the IJB that will be acceptable to the Parties.
- 10.9.1.7 Any profits or loss on sale of an asset will be held by the Parties and not allocated to the IJB.
- 10.9.1.8 Depreciation budgets for assets used on delegated functions will continue to be held by each Party and not allocated to the IJB operations in scope.
- 10.9.1.9 The management of all other associated running costs (e.g. maintenance, insurance, repairs, rates, utilities) will be subject to local agreement between the Parties and the IJB.

## **11. Participation and Engagement**

- 11.1 A comprehensive joint consultation on this Scheme is taking place between November 2014 and February 2015. The following principles are agreed by the Parties and are aimed to be followed in respect of the consultation process:
  - 11.1.1 It is a genuine consultation exercise: the views of all participants will be valued.
  - 11.1.2 It is transparent: the results of the consultation exercise will be published.
  - 11.1.3 It is an accessible consultation: the consultation documentation is being provided in a variety of formats.
  - 11.1.4 It is being led by the Chief Officer: the Chief Officer and the IJB will be answerable to the people of Moray in terms of the content of the Scheme.

11.1.5 It is the start of an on-going dialogue: the Integration Scheme will establish the parameters of the future strategic plans of the IJB.

11.2 The stakeholders consulted in the development of this Scheme are:

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 NHS Grampian and the Council 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 and;

Other local authorities operating with the area of NHS Grampian preparing an integration scheme.

11.3 The Parties will enable the IJB to develop a Participation and Engagement Strategy by providing appropriate resources and support. The Participation and Engagement Strategy shall ensure significant engagement with, and participation by, members of the public, representative groups and other organisations in relation to decisions about the carrying out of integration functions. This strategy shall be developed alongside the Strategic Plan and will be approved by the IJB in the second half of 2015 and prior to consultation on the Strategic Plan.

## **12. Information Sharing and Confidentiality**

- 12.1 The Parties shall agree to an appropriate information sharing accord for the sharing of information in relation to integrated services. The information sharing accord shall set out the principles, policies, procedures and management strategies around which information sharing is carried out. It will encapsulate national and legal requirements.
- 12.2 The Parties will work together to progress the specific arrangements, practical policies and procedures, designated responsibilities and any additional requirements for any purpose connected with the preparation of an integration scheme, the preparation of a strategic plan or the carrying out of integration functions.
- 12.3 The information sharing accord and procedures for information sharing will be agreed by the Parties for the inception of the Partnership.
- 12.4 The information sharing accord may be amended or replaced by agreement of the Parties and the IJB.
- 12.5 The Parties will continue to develop information technology systems and procedures to enable information to be shared appropriately and effectively between the Parties and the IJB.

### **13. Complaints**

- 13.1 The Parties agree the following arrangements in respect of complaints:
- 13.2 The Partnership will aspire to have a streamlined process for complaints relating to integrated services. Until such time as this process is achieved, complaints should continue to be made to the Council and NHS Grampian using the existing mechanisms.

- 13.3 In developing a streamlined process for complaints, the Parties shall ensure that all statutory requirements will continue to be met.
- 13.4 The Parties shall communicate with each other in relation to any complaint which requires investigation or input from the other organisation.
- 13.5 The IJB shall develop a process for complaints against the IJB and the Chief Officer.
- 13.6 The Partnership will use complaints as a valuable tool for improving services and to identify areas where further staff training may be of benefit.
- 13.7 The Parties will ensure that all staff working in the provision of integrated services are familiar with the complaints procedures and that they can direct individuals to the appropriate complaints procedures.
- 13.8 The complaints procedures will be clearly explained, well-publicised, accessible, will allow for timely recourse and will sign-post independent advocacy services.
- 13.9 In developing a single complaints process, the Partnership will endeavour to develop a uniform way to review unresolved complaints before signalling individuals to the appropriate statutory review authority.

#### **14. Claims Handling, Liability & Indemnity**

- 14.1 The Parties and the IJB recognise that they could receive a claim arising from or which relates to the work undertaken on behalf of the IJB.
- 14.2 The Parties agree to ensure that any such claims are progressed quickly and in a manner which is equitable between them.

- 14.3 So far as reasonably practicable the normal common law and statutory rules relating to liability will apply.
- 14.4 Each party will assume responsibility for progressing and determining any claim which relates to any act or omission on the part of one of their employees.
- 14.5 Each party will assume responsibility for progressing and determining any claim which relates to any building which is owned or occupied by them.
- 14.6 In the event of any claim against the IJB or in respect of which it is not clear which party should assume responsibility then the Chief Officer (or his/her representative) will liaise with the Chief Executives of the Parties (or their representatives) and determine which party should assume responsibility for progressing the claim.
- 14.7 If a claim is settled by either party, but it subsequently transpires that liability rested with the other party, then that party shall indemnify the party which settled the claim.
- 14.8 Claims regarding policy and/or strategic decisions made by the IJB shall be the responsibility of the IJB. The IJB may require to engage independent legal advice for such claims.
- 14.9 If a claim has a “cross boundary” element whereby it relates to another integration authority area, the Chief Officers of the integration authorities concerned shall liaise with each other until an agreement is reached as to how the claim should be progressed and determined.
- 14.10 The IJB will develop a procedure for claims relating to hosted services with the other relevant integration authorities. Such claims may follow a different procedure than as set out above.

14.11 Claims which pre-date the establishment of the IJB will be dealt with by the Parties through the procedures used by them prior to integration.

## **15. Risk Management**

15.1 The Parties and the IJB have developed a shared risk management strategy that sets out:–

15.2 The key risks with the establishment and implementation of the IJB. The key risks are identified in a separate document which has been shared with the Shadow IJB (Transitional Leadership Group). This has identified an approach to risk that will be formally endorsed by the IJB at its inception.

15.3 The IJB will develop a Risk Register to which the Board will have full access. The Risk Register will be available to the IJB from the day it assumes responsibility.

15.4 The IJB will establish the risk monitoring framework which it will use and will agree this at its inception. The risk monitoring framework will identify, assess and prioritise risks related to the delivery of services under integration functions, particularly any which are likely to affect the IJB's delivery of the Strategic Plan. The processes for mitigating those risks will be identified and described. Reporting arrangements to the Parties will be set out in the framework. This will include an agreed reporting standard that will enable other significant risks identified by the Parties to be compared across the organisations.

15.5 Any changes to risk management strategies shall be requested through formal paper to the IJB.

15.6 The Parties will provide appropriate resource to ensure that the risk management of the IJB is delivered to a high standard.

## **16. Dispute resolution mechanism**

16.1 This provision relates to disputes between NHS Grampian and the Council in respect of the IJB. This provision does not apply to internal disputes within the IJB itself, which procedure shall be set out in the IJB's Standing Orders. Where either of the Parties fails to agree with the other or with the IJB on any issue related to this Scheme and/or the delivery of integrated health and social care services, then they will follow the process as set out below:

(a) The Chief Executives of NHS Grampian and the Council and the Chief Officer of the IJB will meet to resolve the issue;

(b) If unresolved, NHS Grampian and the Council and the IJB will each prepare a written note of their position on the issue and exchange it with the others within 21 calendar days of the meeting in (a).

(c) Within 14 calendar days of the exchange of written notes in (b) the Chief Executives and Chief Officer must meet to discuss the written positions.

(d) In the event that the issue remains unresolved, the Chief Executives and the Chief Officer will proceed to mediation with a view to resolving the issue. The Chief Officer will appoint a professional independent mediator. The mediation process will commence within 28 calendar days of the meeting in (c).

(e) Where the issue remains unresolved after following the processes outlined in (a)-(d) above and if mediation does not allow an agreement to be reached within 6 months from its commencement, or any other such time as the parties may agree, either party may notify Scottish Ministers that agreement cannot be reached.





**Annex 1**

**Part 1**

**Functions delegated by the Health Board to the Integration Joint Board**

SCHEDULE 1 Regulation 3

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

<i>Column A</i>	<i>Column B</i>
<b>The National Health Service (Scotland) Act 1978</b>	
All functions of Health Boards conferred by, or by virtue of, the National Health Service (Scotland) Act 1978	Except functions conferred by or by virtue of— section 2(7) (Health Boards); section 2CA <sup>(1)</sup> (Functions of Health Boards outside Scotland); section 9 (local consultative committees); section 17A (NHS Contracts); section 17C (personal medical or dental services); section 17I <sup>(2)</sup> (use of accommodation); section 17J (Health Boards' power to enter into general medical services contracts); section 28A (remuneration for Part II services); section 38 <sup>(3)</sup> (care of mothers and young children); section 38A <sup>(4)</sup> (breastfeeding); section 39 <sup>(5)</sup> (medical and dental inspection, supervision and treatment of pupils and young persons); section 48 (provision of residential and practice accommodation);

<sup>(1)</sup> Section 2CA was inserted by S.S.I. 2010/283, regulation 3(2).

<sup>(2)</sup> Section 17I was inserted by the National Health Service (Primary Care) Act 1997 (c.46), Schedule 2 and amended by the Primary Medical Services (Scotland) Act 2004 (asp 1), section 4. The functions of the Scottish Ministers under section 17I are conferred on Health Boards by virtue of S.I. 1991/570, as amended by S.S.I. 2006/132.

<sup>(3)</sup> The functions of the Secretary of State under section 38 are conferred on Health Boards by virtue of S.I. 1991/570.

<sup>(4)</sup> Section 38A was inserted by the Breastfeeding etc (Scotland) Act 2005 (asp 1), section 4. The functions of the Scottish Ministers under section 38A are conferred on Health Boards by virtue of S.I. 1991/570 as amended by S.S.I. 2006/132.

<sup>(5)</sup> Section 39 was relevantly amended by the Self Governing Schools etc (Scotland) Act 1989 (c.39) Schedule 11; the Health and Medicines Act 1988 (c.49) section 10 and Schedule 3 and the Standards in Scotland's Schools Act 2000 (asp 6), schedule 3.

section 55<sup>(6)</sup> (hospital accommodation on part payment);

section 57 (accommodation and services for private patients);

section 64 (permission for use of facilities in private practice);

section 75A<sup>(7)</sup> (remission and repayment of charges and payment of travelling expenses);

section 75B<sup>(8)</sup> (reimbursement of the cost of services provided in another EEA state);

section 75BA<sup>(9)</sup> (reimbursement of the cost of services provided in another EEA state where expenditure is incurred on or after 25 October 2013);

section 79 (purchase of land and moveable property);

section 82<sup>(10)</sup> (use and administration of certain endowments and other property held by Health Boards);

section 83<sup>(11)</sup> (power of Health Boards and local health councils to hold property on trust);

section 84A<sup>(12)</sup> (power to raise money, etc., by appeals, collections etc.);

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

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

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<sup>(6)</sup> Section 55 was amended by the Health and Medicines Act 1988 (c.49), section 7(9) and Schedule 3 and the National Health Service and Community Care Act 1990 (c.19), Schedule 9. The functions of the Secretary of State under section 55 are conferred on Health Boards by virtue of S.I. 1991/570.

<sup>(7)</sup> Section 75A was inserted by the Social Security Act 1988 (c.7), section 14, and relevantly amended by S.S.I. 2010/283. The functions of the Scottish Ministers in respect of the payment of expenses under section 75A are conferred on Health Boards by S.S.I. 1991/570.

<sup>(8)</sup> Section 75B was inserted by S.S.I. 2010/283, regulation 3(3) and amended by S.S.I. 2013/177.

<sup>(9)</sup> Section 75BA was inserted by S.S.I. 2013/292, regulation 8(4).

<sup>(10)</sup> Section 82 was amended by the Public Appointments and Public Bodies etc. (Scotland) Act 2003 (asp 7) section 1(2) and the National Health Service Reform (Scotland) Act 2004 (asp 7), schedule 2.

<sup>(11)</sup> There are amendments to section 83 not relevant to the exercise of a Health Board's functions under that section.

<sup>(12)</sup> Section 84A was inserted by the Health Services Act 1980 (c.53), section 5(2). There are no amendments to section 84A which are relevant to the exercise of a Health Board's functions.

section 98 <sup>(13)</sup> (charges in respect of non-residents); and

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

and functions conferred by—

The National Health Service (Charges to Overseas Visitors) (Scotland) Regulations 1989 <sup>(14)</sup>;

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

The National Health Services (Primary Medical Services Performers Lists) (Scotland) Regulations 2004/114;

The National Health Service (Primary Medical Services Section 17C Agreements) (Scotland) Regulations 2004;

The National Health Service (Discipline Committees) Regulations 2006/330;

The National Health Service (General Ophthalmic Services) (Scotland) Regulations 2006/135;

The National Health Service (Pharmaceutical Services) (Scotland) Regulations 2009/183;

The National Health Service (General Dental Services) (Scotland) Regulations 2010/205; and

The National Health Service (Free Prescription and Charges for Drugs and Appliances) (Scotland) Regulations 2011/55<sup>(15)</sup>.

### **Disabled Persons (Services, Consultation and Representation) Act 1986**

#### Section 7

(Persons discharged from hospital)

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<sup>(13)</sup> Section 98 was amended by the Health and Medicines Act 1988 (c.49), section 7. The functions of the Secretary of State under section 98 in respect of the making, recovering, determination and calculation of charges in accordance with regulations made under that section is conferred on Health Boards by virtue of S.S.I. 1991/570.

<sup>(14)</sup> S.I. 1989/364, as amended by S.I. 1992/411; S.I. 1994/1770; S.S.I. 2004/369; S.S.I. 2005/455; S.S.I. 2005/572 S.S.I. 2006/141; S.S.I. 2008/290; S.S.I. 2011/25 and S.S.I. 2013/177.

<sup>(15)</sup> S.S.I. 2011/55, to which there are amendments not relevant to the exercise of a Health Board's functions.

**Community Care and Health (Scotland) Act 2002**

All functions of Health Boards conferred by, or by virtue of, the Community Care and Health (Scotland) Act 2002.

**Mental Health (Care and Treatment) (Scotland) Act 2003**

All functions of Health Boards conferred by, or by virtue of, the Mental Health (Care and Treatment) (Scotland) Act 2003.

Except functions conferred by—

section 22 (Approved medical practitioners);

section 34 (Inquiries under section 33: co-operation)<sup>(16)</sup>;

section 38 (Duties on hospital managers: examination notification etc.)<sup>(17)</sup>;

section 46 (Hospital managers' duties: notification)<sup>(18)</sup>;

section 124 (Transfer to other hospital);

section 228 (Request for assessment of needs: duty on local authorities and Health Boards);

section 230 (Appointment of a patient's responsible medical officer);

section 260 (Provision of information to patients);

section 264 (Detention in conditions of excessive security: state hospitals);

section 267 (Orders under sections 264 to 266: recall);

section 281<sup>(19)</sup> (Correspondence of certain persons detained in hospital);

and functions conferred by—

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<sup>(16)</sup> There are amendments to section 34 not relevant to the exercise of a Health Board's functions under that section.

<sup>(17)</sup> Section 329(1) of the Mental Health (Care and Treatment) (Scotland) Act 2003 provides a definition of "managers" relevant to the functions of Health Boards under that Act.

<sup>(18)</sup> Section 46 is amended by S.S.I. 2005/465.

<sup>(19)</sup> Section 281 is amended by S.S.I. 2011/211.

The Mental Health (Safety and Security)  
(Scotland) Regulations 2005<sup>(20)</sup>;

The Mental Health (Cross Border transfer:  
patients subject to detention requirement or  
otherwise in hospital) (Scotland) Regulations  
2005<sup>(21)</sup>;

The Mental Health (Use of Telephones)  
(Scotland) Regulations 2005<sup>(22)</sup>; and

The Mental Health (England and Wales Cross  
border transfer: patients subject to detention  
requirement or otherwise in hospital) (Scotland)  
Regulations 2008<sup>(23)</sup>.

#### **Education (Additional Support for Learning) (Scotland) Act 2004**

##### Section 23

(other agencies etc. to help in exercise of  
functions under this Act)

#### **Public Services Reform (Scotland) Act 2010**

All functions of Health Boards conferred by, or  
by virtue of, the Public Services Reform  
(Scotland) Act 2010

Except functions conferred by—

section 31(Public functions: duties to provide  
information on certain expenditure etc.); and

section 32 (Public functions: duty to provide  
information on exercise of functions).

#### **Patient Rights (Scotland) Act 2011**

All functions of Health Boards conferred by, or  
by virtue of, the Patient Rights (Scotland) Act  
2011

Except functions conferred by The Patient  
Rights (Complaints Procedure and  
Consequential Provisions) (Scotland)  
Regulations 2012/36<sup>(24)</sup>.

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<sup>(20)</sup> S.S.I. 2005/464, to which there are amendments not relevant to the exercise of the functions of a Health Board. Section 329(1) of the Mental Health (Care and Treatment) (Scotland) Act 2003 provides a definition of “managers” relevant to the functions of Health Boards.

<sup>(21)</sup> S.S.I. 2005/467. Section 329(1) of the Mental Health (Care and Treatment) (Scotland) Act 2003 provides a definition of “managers” relevant to the functions of Health Boards.

<sup>(22)</sup> S.S.I. 2005/468. Section 329(1) of the Mental Health (Care and Treatment) (Scotland) Act 2003 provides a definition of “managers” relevant to the functions of Health Boards.

<sup>(23)</sup> S.S.I. 2008/356. Section 329(1) of the Mental Health (Care and Treatment) (Scotland) Act 2003 provides a definition of “managers” relevant to the functions of Health Boards.

<sup>(24)</sup> S.S.I. 2012/36. Section 5(2) of the Patient Rights (Scotland) Act 2011 (asp 5) provides a definition of “relevant NHS body” relevant to the exercise of a Health Board’s functions.

## Part 2

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

#### SCHEDULE 2 Regulation 3

### PART 1

#### Interpretation of Schedule 3

1. In this schedule—

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

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

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

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

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

“out of hours period” has the same meaning as in regulation 2 of the National Health Service (General Medical Services Contracts) (Scotland) Regulations 2004<sup>(25)</sup>; and

“the public dental service” means services provided by dentists and dental staff employed by a health board under the public dental service contract.

### PART 2

2. Accident and Emergency services provided in a hospital.
3. Inpatient hospital services relating to the following branches of medicine—
  - (a) general medicine;
  - (b) geriatric medicine;
  - (c) rehabilitation medicine;
  - (d) respiratory medicine; and
  - (e) psychiatry of learning disability.
4. Palliative care services provided in a hospital.
5. Inpatient hospital services provided by General Medical Practitioners.
6. Services provided in a hospital in relation to an addiction or dependence on any substance.
7. Mental health services provided in a hospital, except secure forensic mental health services.

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<sup>(25)</sup> S.S.I. 2004/115.

### PART 3

8. District nursing services.
9. Services provided outwith a hospital in relation to an addiction or dependence on any substance.
10. Services provided by allied health professionals in an outpatient department, clinic, or outwith a hospital.
11. The public dental service.
12. Primary medical services provided under a general medical services contract, and arrangements for the provision of services made under section 17C of the National Health Service (Scotland) Act 1978, or an arrangement made in pursuance of section 2C(2) of the National Health Service (Scotland) Act 1978<sup>(26)</sup>.
13. General dental services provided under arrangements made in pursuance of section 25 of the National Health (Scotland) Act 1978<sup>(27)</sup>.
14. Ophthalmic services provided under arrangements made in pursuance of section 17AA or section 26 of the National Health Service (Scotland) Act 1978<sup>(28)</sup>.
15. Pharmaceutical services and additional pharmaceutical services provided under arrangements made in pursuance of sections 27 and 27A of the National Health Service (Scotland) Act 1978<sup>(29)</sup>.
16. Services providing primary medical services to patients during the out-of-hours period.
17. Services provided outwith a hospital in relation to geriatric medicine.
18. Palliative care services provided outwith a hospital.
19. Community learning disability services.
20. Mental health services provided outwith a hospital.
21. Continence services provided outwith a hospital.
22. Kidney dialysis services provided outwith a hospital.
23. Services provided by health professionals that aim to promote public health.

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<sup>(26)</sup> Section 2C was inserted by the Primary Medical Services (Scotland) Act 2004 (asp 1), section 1(2) and relevantly amended by the National Health Service Reform (Scotland) Act 2004 (asp 7), schedule 1, and the Tobacco and Primary Medical Services (Scotland) Act 2010 (asp 3), section 37.

<sup>(27)</sup> Section 25 was relevantly amended by the Smoking, Health and Social Care (Scotland) Act 2005 (asp 13), section 15.

<sup>(28)</sup> Section 17AA was inserted by the National Health Service (Primary Care) Act 1997 (c.46), section 31(2) and relevantly amended by the Smoking, Health and Social Care (Scotland) Act 2005 (asp 13), section 25. Section 26 was relevantly amended by the Health and Social Security Act 1984 (c.48), Schedule 1, and the Smoking, Health and Social Care (Scotland) Act 2005 (asp 13) section 13.

<sup>(29)</sup> Section 27 was relevantly amended by the Health Services Act 1990 (c.53), section 20; the National Health Service and Community Care Act 1990 (c.19), Schedule 9; the Medicinal Products: Prescription by Nurses etc. Act 1992 (c.28), section 3; the National Health Service and Community Care Act 1997 (c.46), Schedule 2 and the Health and Social Care Act 2001 (c.15), section 44.



**Annex 2**

**Part 1**

**Functions delegated by the Local Authority to the Integration Joint Board**

SCHEDULE Regulation 2

**PART 1**

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

<i>Column A</i>	<i>Column B</i>
<i>Enactment conferring function</i>	<i>Limitation</i>

**National Assistance Act 1948<sup>(30)</sup>**

Section 48  
(Duty of councils to provide temporary protection for property of persons admitted to hospitals etc.)

**The Disabled Persons (Employment) Act 1958<sup>(31)</sup>**

Section 3  
(Provision of sheltered employment by local authorities)

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<sup>(30)</sup> 1948 c.29; section 48 was amended by the Local Government etc. (Scotland) Act 1994 (c.39), Schedule 39, paragraph 31(4) and the Adult Support and Protection (Scotland) Act 2007 (asp 10) schedule 2 paragraph 1.

<sup>(31)</sup> 1958 c.33; section 3 was amended by the Local Government Act 1972 (c.70), section 195(6); the Local Government (Scotland) Act 1973 (c.65), Schedule 27; the National Health Service (Scotland) Act 1978 (c.70), schedule 23; the Local Government Act 1985 (c.51), Schedule 17; the Local Government (Wales) Act 1994 (c.19), Schedules 10 and 18; the Local Government etc. (Scotland) Act 1994 (c.49), Schedule 13; and the National Health Service (Consequential Provisions) Act 2006 (c.43), Schedule 1.

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
<b>The Social Work (Scotland) Act 1968<sup>(32)</sup></b>	
Section 1 (Local authorities for the administration of the Act.)	So far as it is exercisable in relation to another integration function.
Section 4 (Provisions relating to performance of functions by local authorities.)	So far as it is exercisable in relation to another integration function.
Section 8 (Research.)	So far as it is exercisable in relation to another integration function.
Section 10 (Financial and other assistance to voluntary organisations etc. for social work.)	So far as it is exercisable in relation to another integration function.
Section 12 (General social welfare services of local authorities.)	Except in so far as it is exercisable in relation to the provision of housing support services.

<sup>(32)</sup> 1968 c.49; section 1 was relevantly amended by the National Health Service (Scotland) Act 1972 (c.58), schedule 7; the Children Act 1989 (c.41), Schedule 15; the National Health Service and Community Care Act 1990 (c.19) (“the 1990 Act”), schedule 10; S.S.I. 2005/486 and S.S.I. 2013/211. Section 4 was amended by the 1990 Act, Schedule 9, the Children (Scotland) Act 1995 (c.36) (“the 1995 Act”), schedule 4; the Mental Health (Care and Treatment) (Scotland) Act 2003 (asp 13) (“the 2003 Act”), schedule 4; and S.S.I. 2013/211. Section 10 was relevantly amended by the Children Act 1975 (c.72), Schedule 2; the Local Government etc. (Scotland) Act 1994 (c.39), Schedule 13; the Regulation of Care (Scotland) Act 2001 (asp 8) (“the 2001 Act”) schedule 3; S.S.I. 2010/21 and S.S.I. 2011/211. Section 12 was relevantly amended by the 1990 Act, section 66 and Schedule 9; the 1995 Act, Schedule 4; and the Immigration and Asylum Act 1999 (c.33), section 120(2). Section 12A was inserted by the 1990 Act, section 55, and amended by the Carers (Recognition and Services) Act 1995 (c.12), section 2(3) and the Community Care and Health (Scotland) Act 2002 (asp 5) (“the 2002 Act”), sections 8 and 9(1). Section 12AZA was inserted by the Social Care (Self Directed Support) (Scotland) Act 2013 (asp 1), section 17. Section 12AA and 12AB were inserted by the 2002 Act, section 9(2). Section 13 was amended by the Community Care (Direct Payments) Act 1996 (c.30), section 5. Section 13ZA was inserted by the Adult Support and Protection (Scotland) Act 2007 (asp 10), section 64. Section 13A was inserted by the 1990 Act, section 56 and amended by the Immigration and Asylum Act 1999 (c.33), section 102(2); the 2001 Act, section 72 and schedule 3; the 2002 Act, schedule 2 and by S.S.I. 2011/211. Section 13B was inserted by the 1990 Act sections 56 and 67(2) and amended by the Immigration and Asylum Act 1999 (c.33), section 120(3). Section 14 was amended by the Health Services and Public Health Act 1968 (c.46), sections 13, 44 and 45; the National Health Service (Scotland) Act 1972 (c.58), schedule 7; the Guardianship Act 1973 (c.29), section 11(5); the Health and Social Service and Social Security Adjudications Act 1983 (c.41), schedule 10 and the 1990 Act, schedule 9. Section 28 was amended by the Social Security Act 1986 (c.50), Schedule 11 and the 1995 Act, schedule 4. Section 29 was amended by the 1995 Act, schedule 4. Section 59 was amended by the 1990 Act, schedule 9; the 2001 Act, section 72(c); the 2003 Act, section 25(4) and schedule 4 and by S.S.I. 2013/211.

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
Section 12A (Duty of local authorities to assess needs.)	So far as it is exercisable in relation to another integration function.
Section 12AZA (Assessments under section 12A - assistance)	So far as it is exercisable in relation to another integration function.
Section 12AA (Assessment of ability to provide care.)	
Section 12AB (Duty of local authority to provide information to carer.)	
Section 13 (Power of local authorities to assist persons in need in disposal of produce of their work.)	
Section 13ZA (Provision of services to incapable adults.)	So far as it is exercisable in relation to another integration function.
Section 13A (Residential accommodation with nursing.)	
Section 13B (Provision of care or aftercare.)	
Section 14 (Home help and laundry facilities.)	
Section 28 (Burial or cremation of the dead.)	So far as it is exercisable in relation to persons cared for or assisted under another integration function.
Section 29 (Power of local authority to defray expenses of parent, etc., visiting persons or attending funerals.)	
Section 59 (Provision of residential and other establishments by local authorities and maximum period for repayment of sums borrowed for such provision.)	So far as it is exercisable in relation to another integration function.
<b>The Local Government and Planning (Scotland) Act 1982<sup>(33)</sup></b>	
Section 24(1) (The provision of gardening assistance for the disabled and the elderly.)	

<sup>(33)</sup> 1982 c.43; section 24(1) was amended by the Local Government etc. (Scotland) Act 1994 (c.39), schedule 13.

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
<b>Disabled Persons (Services, Consultation and Representation) Act 1986<sup>(34)</sup></b>	
Section 2 (Rights of authorised representatives of disabled persons.)	
Section 3 (Assessment by local authorities of needs of disabled persons.)	
Section 7 (Persons discharged from hospital.)	In respect of the assessment of need for any services provided under functions contained in welfare enactments within the meaning of section 16 and which have been delegated.
Section 8 (Duty of local authority to take into account abilities of carer.)	In respect of the assessment of need for any services provided under functions contained in welfare enactments (within the meaning set out in section 16 of that Act) which are integration functions.
<b>The Adults with Incapacity (Scotland) Act 2000<sup>(35)</sup></b>	
Section 10 (Functions of local authorities.)	
Section 12 (Investigations.)	
Section 37 (Residents whose affairs may be managed.)	Only in relation to residents of establishments which are managed under integration functions.
Section 39 (Matters which may be managed.)	Only in relation to residents of establishments which are managed under integration functions.
Section 41 (Duties and functions of managers of authorised establishment.)	Only in relation to residents of establishments which are managed under integration functions
Section 42 (Authorisation of named manager to withdraw from resident's account.)	Only in relation to residents of establishments which are managed under integration functions
Section 43 (Statement of resident's affairs.)	Only in relation to residents of establishments which are managed under integration functions

<sup>(34)</sup> 1986 c.33. There are amendments to sections 2 and 7 which are not relevant to the exercise of a local authority's functions under those sections.

<sup>(35)</sup> 2000 asp 4; section 12 was amended by the Mental Health (Care and Treatment) (Scotland) Act 2003 (asp 13), schedule 5(1). Section 37 was amended by S.S.I. 2005/465. Section 39 was amended by the Adult Support and Protection (Scotland) Act 2007 (asp 10), schedule 1 and by S.S.I. 2013/137. Section 41 was amended by S.S.I. 2005/465; the Adult Support and Protection (Scotland) Act 2007 (asp 10), schedule 1 and S.S.I. 2013/137. Section 45 was amended by the Regulation of Care (Scotland) Act 2001 (asp 8), Schedule 3.

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
Section 44 (Resident ceasing to be resident of authorised establishment.)	Only in relation to residents of establishments which are managed under integration functions
Section 45 (Appeal, revocation etc.)	Only in relation to residents of establishments which are managed under integration functions
<b>The Housing (Scotland) Act 2001<sup>(36)</sup></b>	
Section 92 (Assistance to a registered for housing purposes.)	Only in so far as it relates to an aid or adaptation.
<b>The Community Care and Health (Scotland) Act 2002<sup>(37)</sup></b>	
Section 5 (Local authority arrangements for of residential accommodation outwith Scotland.)	
Section 14 (Payments by local authorities towards expenditure by NHS bodies on prescribed functions.)	
<b>The Mental Health (Care and Treatment) (Scotland) Act 2003<sup>(38)</sup></b>	
Section 17 (Duties of Scottish Ministers, local authorities and others as respects Commission.)	
Section 25 (Care and support services etc.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 26 (Services designed to promote well-being and social development.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 27 (Assistance with travel.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 33 (Duty to inquire.)	

<sup>(36)</sup> 2001 asp 10; section 92 was amended by the Housing (Scotland) Act 2006 (asp 1), schedule 7.

<sup>(37)</sup> 2002 asp 5.

<sup>(38)</sup> 2003 asp 13; section 17 was amended by the Public Services Reform (Scotland) Act 2010 (asp 8), section 111(4), and schedules 14 and 17, and by the Police and Fire Reform (Scotland) Act 2012 (asp 8), schedule 7. Section 25 was amended by S.S.I. 2011/211. Section 34 was amended by the Public Services Reform (Scotland) Act 2010 (asp 8), schedules 14 and 17.

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
Section 34 (Inquiries under section 33: Co-operation.)	
Section 228 (Request for assessment of needs: duty on local authorities and Health Boards.)	
Section 259 (Advocacy.)	
<b>The Housing (Scotland) Act 2006<sup>(39)</sup></b>	
Section 71(1)(b) (Assistance for housing purposes.)	Only in so far as it relates to an aid or adaptation.
<b>The Adult Support and Protection (Scotland) Act 2007<sup>(40)</sup></b>	
Section 4 (Council's duty to make inquiries.)	
Section 5 (Co-operation.)	
Section 6 (Duty to consider importance of providing advocacy and other.)	
Section 11 (Assessment Orders.)	
Section 14 (Removal orders.)	
Section 18 (Protection of moved persons property.)	
Section 22 (Right to apply for a banning order.)	
Section 40 (Urgent cases.)	
Section 42 (Adult Protection Committees.)	

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<sup>(39)</sup> 2006 asp 1; section 71 was amended by the Housing (Scotland) Act 2010 (asp 17) section 151.

<sup>(40)</sup> 2007 asp 10; section 5 and section 42 were amended by the Public Services Reform (Scotland) Act 2010 (asp 8), schedules 14 and 17 and by the Police and Fire Reform (Scotland) Act 2012 (asp 8), schedule 7. Section 43 was amended by the Public Services Reform (Scotland) Act 2010 (asp 8), schedule 14.

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
Section 43 (Membership.)	
<b>Social Care (Self-directed Support) (Scotland) Act 2013<sup>(41)</sup></b>	
Section 3 (Support for adult carers.)	Only in relation to assessments carried out under integration functions.
Section 5 (Choice of options: adults.)	
Section 6 (Choice of options under section 5: assistances.)	
Section 7 (Choice of options: adult carers.)	
Section 9 (Provision of information about self-directed support.)	
Section 11 (Local authority functions.)	
Section 12 (Eligibility for direct payment: review.)	
Section 13 (Further choice of options on material change of circumstances.)	Only in relation to a choice under section 5 or 7 of the Social Care (Self-directed Support) (Scotland) Act 2013 .
Section 16 (Misuse of direct payment: recovery.)	
Section 19 (Promotion of options for self-directed support.)	

## PART 2

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

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
<b>The Community Care and Health (Scotland) Act 2002</b>	

<sup>(41)</sup> 2013 asp 1.

Section 4<sup>(42)</sup>  
The functions conferred by Regulation 2 of the  
Community Care (Additional Payments)  
(Scotland) Regulations 2002<sup>(43)</sup>

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## Part 2

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

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

- Social work services for adults and older people
- Services and support for adults with physical disabilities and learning disabilities
- Mental health services
- Drug and alcohol services
- Adult protection and domestic abuse
- Carers support services
- Community care assessment teams
- Support services
- Care home services
- Adult placement services
- Health improvement services
- Aspects of housing support, including aids and adaptations
- Day services

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<sup>(42)</sup> Section 4 was amended by the Mental Health (Care and Treatment) (Scotland) Act 2003 (asp 13), schedule 4 and the Adult Support and Protection (Scotland) Act 2007 (asp 10), section 62(3).

<sup>(43)</sup> S.S.I. 2002/265, as amended by S.S.I. 2005/445.



- Local area co-ordination
- Respite provision
- Occupational therapy services
- Re-ablement services, equipment and telecare

## **Annex 3**

### **Hosted Services**

- The IJB will develop arrangements for the hosting of services alongside the IJBs of Aberdeen City and Moray.
- The details of these arrangements will be set out in a separate document that will be approved by the IJB.

The benefits of hosting are recognised to include:

- The principle that there should be no unnecessary fragmentation of services where this would potentially have a negative impact on individuals and communities;
- A direct performance and reporting relationship between one partnership with the delegated service;
- Maintenance of economies of scale in delegated services;
- The ability for other IJBs to influence and direct 'hosting' IJB in its direction and operational management of the service; and
- Encouragement of a performance management culture.

Hosting arrangements will mean:

- The service is operationally managed and budgets devolved to the lead IJB for a defined and agreed period of time;
- The Chief Officer of the lead IJB is accountable for delivery and performance;
- Service outcomes are agreed by all 3 IJBs and set out in the Strategic Plans;
- Performance management and reporting arrangements are agreed by all 3 IJBs and delivered by the service; and
- The potential for hosting arrangements to transfer to another IJB in an agreed period of time and for these arrangements to rotate.

