Public Bodies (Joint Working) (Scotland) Act 2014

The Highland Partnership (The Highland Council, NHS Highland)

Integration Scheme

January 2022

Aims and Outcomes of the Integration scheme

The Highland Partnership of NHS Highland and the Highland Council is committed to achieving the best possible outcomes for our population and service users. We believe that services should be person-centred and enabling, should anticipate and prevent need as well as react to it, should be evidence based and acknowledge risk.

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

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

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

The Highland Council and NHS Highland through the Lead Agency arrangements (as defined below) therefore also commit to achieving the national outcomes for children and families set out by the Scottish Ministers.

Duration of the Integration Scheme

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

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

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

INTEGRATION SCHEME

The parties:

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

And

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

IT IS AGREED as follows:-

1 Definitions and Interpretation

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

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

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

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

"Adult Services Support Arrangements" means the arrangements, relating to the provision of ongoing support by THC to NHSH in the exercise of Adult Services Delegated Functions, specified in Annex 2, Part 1;

"Allied Health Professionals" means persons registered as allied health professionals with the Health Professions Council;

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

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

“**Children and Young People**” individuals from birth until they attain the age of 16, subject to any agreement reached between the Partners in terms of transitional arrangements for service users transitioning between Integrated Children’s Services and Integrated Adults Services;

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

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

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

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

“Contracts" means:-

(a) in relation to Integrated Adult Services, those contracts in force from time to time to which NHSH is party, to the extent that such contracts relate to the Adult Services Delegated Functions;

(b) in relation to Integrated Children’s Services, those contracts in force from time to time to which THC is party, to the extent that such contracts relate to the Children’s Services Delegated Functions;

“Databases" means:-

(a) in relation to Integrated Adult Services, those databases, the rights to which are owned by NHSH, to the extent that such databases are used in connection with the exercise of the Adult Services Delegated Functions;

(b) in relation to Integrated Children’s Services, those databases, the rights to which are owned by THC, to the extent that such databases are used in connection with the exercise of the Children's Services Delegated

Functions;

“Delegated Functions” means the Adult Services Delegated Functions (taken together) and the Children’s Services Delegated Functions (taken together);

“Delegated Function” shall be interpreted accordingly;

“Delegated Revenue Resources” means:-

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

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

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

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

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

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

“Integrated Adult Services" means those services delivered or commissioned by NHSH in the exercise of the functions specified in Column A of Annex 1 Part 2 and Annex 2 Part 1 to the extent that they relate to the services specified in Column B of Annex 1 Part 2 and Annex 2 Part 1 insofar as delivered in respect of the Operating Area for the benefit of Adults;

“Integrated Budget” means,:-

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

(b) in relation to Integrated Children’s Services, the Delegated Revenue

Resource and budget held by THC in respect of Conjunction Functions;

“Integrated Children's Services" means those services delivered or commissioned by THC in the exercise of the functions specified in Column A of Annex 1 Part 1 and Annex 2 Part 2, to the extent that they relate to the services specified in Column B of Annex 1 Part 1 and Annex 2 part 2 insofar as delivered in respect of the Operating Area for the benefit of Children and Young People;

“Joint Monitoring Committee" means The Highland Partnership Joint Monitoring Committee, established by THC and NHSH in line with section 15(3) of The Act;

“Joint Officer Group" means the group of officers from both NHSH and THC listed in Appendix Three and with the role and remit specified in Appendix Three;

“Joint Project Management Board" means the joint board established by NHSH and THC specified in 2.8, and with the role, remit and membership as agreed from time to time between NHSH and THC;

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

"Lead Agency" means:-

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

"NHSH's Financial Contribution" means, in respect of a given Financial Year, the contribution made by NHSH to THC in respect of that Financial Year to support revenue expenditure relating to the exercise of Delegated Functions;

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

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

“Receiving Authority” means:

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

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

"Scheme" means this Integration Scheme;

"Special Equipment" means:

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

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

"Standing Orders" means the standing orders made and amended from time to time by the Joint Monitoring Committee to regulate its procedure and business in terms of article 14 of the Public Bodies (Joint Working) (Integration Joint Monitoring Committees) (Scotland) Order 2014 and any order amending this;

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

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

"THC's Financial Contribution" means, in respect of a given Financial Year, the contribution made or to be made by THC to NHSH in respect of that Financial Year to support revenue expenditure relating to the exercise of Delegated Functions;

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

"Transferring Authority" means:

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

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

"VAT Guidance" means the guidance prepared by the Department of Health

and HM Custom and Excise entitled VAT arrangements for Joint NHS/Local Authority Initiatives including Disability Equipment Stores and Welfare – Section 31 Health Act 1999 dated 12 June 2002 (updated 7 March 2003).

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

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

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

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

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

In accordance with section 2(3) of the Act, the Parties have agreed that the integration model set out in sections 1(4)(d) of the Act will be put in place for the Highland Partnership, namely the delegation of functions by the Parties to a Lead Agency.

2 Local Governance Arrangements

2.1 The Joint Monitoring Committee will have single oversight of all delegated functions as well as the functions that are managed in conjunction with the functions that have been delegated.

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

2.3 In terms of section 29(1) of the Act, each Partner is responsible for the planning, via the Strategic Plan, of the integrated and conjunction services for which it is the Lead Agency and as required by section 30(3) of the Act, in preparing Strategic Plans each Lead Agency will have regard to their effect on

the Strategic Plans of other Integration Authorities. In effect this means that NHSH must lead on producing an Integrated Adult Services Strategic Plan and THC must lead on producing an Integrated Children's Services Strategic Plan with both plans taking account of the other and together being overseen by the Joint Monitoring Committee.

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

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

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

2.7 A Joint Officer Group has been established to consider and agree strategy for presentation to NHSH's Health & Social Care Committee (or successor committee), and THC's Health, Social Care & Wellbeing Committee (or successor committee), to ensure that reports are referenced and within terms of the strategic plan, and to support and service regular, planned meetings involving the Partners' Chief Executives, senior members of THC administration and health board non-Executives, which will also act as a preliminary meeting prior to matters being formally considered at the Joint Monitoring Committee. The membership and remit of the Joint Officer Group is set out in Appendix Three.

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

2.9 A governance organogram is set out in Annex 4.

3 DELEGATION OF FUNCTIONS

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

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

3.3 Annexes 1-3 set out the descriptions of the integrated services for children, young people and adults.

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

4 LOCAL OPERATIONAL ARRANGEMENTS

4.1 General

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

4.1.2 Each Partner undertakes to:

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

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

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

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

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

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

4.1.2.7 comply with all relevant Laws and professional standards as

apply from time to time; and

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

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

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

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

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

4.1.7 Certain services, set out within Annex 3, are provided pan Highland to both children and adults. This may be the most effective delivery given the size and/or specialism involved, with management of the function in one organisation and delivery of the function across both organisations but these arrangements will be reviewed periodically to assess if they continue to be appropriate.

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

4.2 Clinical and Care Governance

4.2.1 There are a range of policies and procedures in place in NHSH and THC which will support patients, clients and staff in Delegated Functions and Conjunction Functions.

4.2.2 In NHSH these include –

Clinical standards and guidelines Professional codes of conduct
Health and Safety Policy and procedures

The Highland Programme Approach and Programme Management Office

And other professional codes and guidance that may apply from time to time.

4.2.3 In THC these include –

Scottish Social Services Code of Conduct

Health and Safety Policy and procedures

And other professional codes and guidance that may apply from time to time.

4.2.4 As part of the Governance requirements of both organisations in the Highland integration model, these policies and procedures apply to all Delegated Functions and Conjunction Functions in the Lead Agency to ensure sustainability of safe and high quality services.

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

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

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

4.2.8 Clinical and care governance by the local authority and health board is discharged through appropriate professional membership of various professional and improvement groups. These structures and processes ensure the professional contribution to self- evaluation, audit and

quality assurance, and the improvement plans that inform strategic planning.

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

4.2.9.1 S/he has direct access to the Chief Executive of both lead agencies, and to the senior leadership and members of THC and NHSH Board to provide appropriate expert social work advice and guidance to inform decision making. The Chief Social Work Officer is enabled to influence corporate issues, such as managing risk, and budget priorities in both organisations.

4.2.9.2 NHSH has, and will continue to have, a Director of Adult Social Care, with responsibility for the professional leadership of social work and social care staff, who will be accountable for this to the Chief Social Work Officer. This provides a lead officer in each agency with a leadership structure across the Operational Units.

4.2.9.3 The Chief Social Work Officer will determine formal deputising arrangements to cover any period of her/his absence.

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

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

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

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

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

4.2.10.1 The NMAHP Leadership Framework draws on:

a) the Joint Declaration on NMAHP Leadership from Scotland's Chief Nursing Officer;
b) standards and guidance of the Nursing and Midwifery Regulatory Council;
c) Allied Health Professional Regulatory Body (Health and Care Professions Council;
d) A framework for reform: devolved decision-making. – Moving towards single-system working (NHS HDL (2003)11);
e) guidance on Appointment of Nurse Directors (2002);
f) the Board Nurse Director's current Job Description outlining responsibility for NMAHP's.

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

4.2.10.3 There is, and will continue to be, a Board Nurse Director who has responsibility for the scrutiny of Delegated Functions and s/he is required to ensure that both THC and NHSH fulfil their responsibilities, to enable NMAHPs to also fulfil their professional accountabilities and service responsibilities.

4.2.10.4 The Board Nurse Director ensures, and will continue to ensure, that an NHSH Lead Nurse, an NHSH Lead Allied Health Professional and THC Commissioned Health Services Lead Officer overseeing all health services, are in the first or second tier of management. The Board Nurse Director ensures, and will continue to ensure, that professional leadership is embedded throughout the operational structure, within the integrated children's service in THC. THC will support the Board Nurse Director to deploy their role.

4.2.10.5 The Board Nurse Director will have direct access to the Chief Executive of both lead agencies, and to the senior leadership and members of THC and NHSH Board to provide appropriate expert NMAHP advice and guidance to inform decision making. The Board Nurse Director needs to be enabled to influence corporate issues, such as managing risk, and budget priorities in both organisations. This will include involvement in the main strategic committees of the two lead agencies.

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

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

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

a) are appointed to the NHSH NMAHP Advisory Committee;

b) are appointed to the NHSH NMAHP Leadership Committee;

c) contribute to setting and auditing of relevant professional standards and policies;

d) retain appropriate links with clinical governance structures.

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

4.2.10.9 Where health care staff in THC have a concern about matters of clinical governance they have immediate recourse to the NHSH Lead Officer for Nursing, NHSH Lead Officer for Allied Health Professionals, THC Commissioned Health Services Lead Officer and through the Professional Leadership structure, to the Director of Nursing.

4.2.10.10 The Board Nurse Director will hold professional accountability for all Nursing, Midwifery and Allied Health Professional Staff within THC and providing services under the Arrangements. The Board Nurse Director will be accountable for the standard and quality of all NMAHP services and will provide strategic leadership for the overall development of NMAHP practice and associated workforce planning. The Lead Officer for Nursing and Lead

Officer for Allied Health Professionals, or any equivalent posts, will be appointed to and continue to have membership of the NHSH Nursing, Midwifery and Allied Health Professionals Professional Advisory Committee.

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

4.2.11 **Child Protection**

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

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

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

4.2.12.1 The Public Health Leadership Framework draws on:

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

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

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

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

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

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

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

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

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

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

a) retain professional links with public health/health improvement specialist teams;

b) retain links to various public health networks and peer networks;

c) contribute to setting and auditing of relevant professional standards and policies;

d) retain appropriate links with professional governance structures;

e) develop knowledge, skills and practice in line with UKPHR standards and competencies for Public Health registration, the Professional Standards for Health Promotion (Royal Society for Public Health), and the UKPHR practitioner standards for health improvement and health promotion.

4.3 Civil emergencies and Emergency Planning

4.3.1 Care for People

4.3.1.1 The Partners are committed to:

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

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

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

4.3.1.2 Lead responsibilities are set out in Annex 5.

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

4.3.2 Public Health Nursing (PHN) Workforce

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

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

b) contact tracing following positive diagnosis of notifiable diseases;

c) visiting new entrants to the UK;

d) supporting public health investigations.

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

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

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

4.4 Training/ Support for Continuing Professional Development

4.4.1 To ensure maintenance of quality standards and registration there will be an ongoing need for training/support for skills maintenance and continuing professional development for staff providing delegated services under the

Arrangements. In furtherance of this, each Partner's staff has, and will continue to have, access to all training/continuing professional development of the other Partner, as appropriate to role and needs identified through development planning processes.

5. WORKFORCE

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

6 FINANCE

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

Revenue

6.1 THC and NHSH will each make a Financial Contribution (quantum) to the other in respect of each Financial Year, to support revenue expenditure in relation to Delegated Functions. They will also make a budget available in respect of each Financial Year, to support revenue expenditure in relation to Conjunction Functions.

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

6.3 The amount of the Financial Contribution in respect of the Delegated Functions for each Financial Year shall be determined by the delegating Partner following negotiation with the other Partner and based on recommendations made by the Adult Services Resources and Commissioning

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

6.4 In progressing negotiations, the following principles will apply:

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

6.4.2 the Partners will display flexibility and pragmatism;

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

6.4.4 the Partners will accept the integrity of information provided;

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

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

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

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

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

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

6.5.2 so far as possible to agree a consistent schedule for production of key information required by each Partner in considering the level

of its Financial Contribution for the forthcoming Financial Year.

6.6 Partners will use best endeavours to provide to the Director of Finance (or equivalent post) of the other Partner all the information when required, in the format required, and making best estimates in accordance with the guidance issued, to facilitate the work of the other Partner in considering the level of its Financial Contribution for the forthcoming Financial Year.

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

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

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

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

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

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

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

6.9.2.3 revenue consequences of capital expenditure;

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

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

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

6.9.2.7 Local Government and NHS financial settlements;

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

6.9.2.9 any changes via this Scheme to Delegated Functions;

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

6.9.2.11 aims within Strategic and Local Plans;

6.9.2.12 the previous Financial Year's budgetary performance;

6.9.2.13 equity of resource allocation;

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

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

6.10 In the event that agreement cannot be reached between the Partners prior to 1 February preceding the commencement of the relevant Financial Year, the Partners will, within 7 days, refer the matter or matters in dispute for resolution, together with a supporting report and information, to their

respective Chief Executives, who will, within 7 days of receipt of this, hold a meeting. Should any matter or matters remain unresolved after this meeting or any subsequent follow-on meetings, then this will be reported to THC, NHSH and the Joint Monitoring Committee, and the Partners will refer the matter or matters still in dispute for mediation and, as needed, onward as provided for under the dispute resolution process set out in section 14.

6.11 If the amount of a Partner's Financial Contribution in respect of a given Financial Year has not been determined by the commencement of the relevant Financial Year, the Financial Contribution by that Partner in respect of that Financial Year will be payable from the start of the relevant Financial Year at a provisional level equivalent to that which was payable in respect of the immediately preceding Financial Year excluding any adjustment made in that preceding Financial Year relating to risk sharing as per the provisions in clause 6.26.5 which are time limited and relate to Financial Year 2021/22 only, and excluding any amounts in the preceding Financial Year which are one-off and non-recurrent items; as and when the amount of the Financial Contribution has been determined, the amount of any underpayment or overpayment (based on the difference between the provisional level of the Financial Contribution and the amount of the Financial Contribution as finally agreed or determined) shall be dealt with through an adjustment to the immediately succeeding payment of Financial Contribution by the relevant Partner.

VAT

6.12 The Partners agree to adopt "Partnership Structure (a)" in relation to the Integrated Children's Services as described in the VAT Guidance through which THC will be responsible for all VAT accounting with HM Revenue and Customs.

6.13 The Partners agree to adopt "Partnership Structure (b)" in relation to the Integrated Adult Services as described in the VAT Guidance through which NHSH agrees, for VAT purposes only, to purchase goods and services relating to the Adult Services Delegated Functions in its own name as agent for THC and then re-invoice THC for THC's Share of the VAT.

6.14 NHSH will provide THC with the invoice on a monthly basis. Invoices shall be issued in the format given in Annex A to the VAT Guidance. NHSH will ensure that the invoice is in a format which satisfies the requirements of HM Revenue and Customs with respect to reclaiming VAT.

6.15 For the avoidance of doubt, sums invoiced will be paid by THC within 10 working days of receiving receipt of payment from HM Revenue and Customs of the VAT claim, in respect of the expenditure made by NHSH.

Grants

6.16 Both Partners will keep under review and promptly make applications for all additional grants that may be available to support any of the Delegated Functions or Conjunction Functions from time to time; where possible, each Partner will give to the other access to the bidding process for more general grants for Delegated Functions otherwise only made available to that Partner.

6.17 Where either Partner is awarded a grant (including for this purpose a right to receive grant funds) for use solely in relation to the Delegated Functions and/or Conjunction Functions that grant will be made available by that Partner to the Arrangements for application in accordance with the conditions attached to the grant by the relevant funding body.

6.18 Where either Partner is awarded a grant of a more general nature (i.e. which does not specifically relate to Delegated Functions or Conjunction Functions), the recipient will determine its use and application; where it is decided that all or part of the grant funding will be made available by that Partner to the Arrangements their application will be in accordance with any conditions attached to the grant by the original funding body or by the Partner to which the grant was awarded.

6.19 The Partners will ensure that all grant funding made available to the Arrangements is applied in a proper manner and that appropriate accounting and reporting mechanisms are put in place; in the event that a Partner misapplies any grant funding, the Partner in default shall reimburse the other Partner to the extent that the relevant sums were misapplied.

In year variations - General

6.20 The Director of Finance (or equivalent post) of each Partner shall advise the Director of Finance of the other Partner promptly in writing of any matter which will, or is likely to, affect significantly the Financial Contribution payable by the other Partner or budgets for Conjunction Functions in respect of the current or immediately succeeding Financial Year.

6.21 The Director of Finance (or equivalent post) shall advise their counterpart promptly and in writing of any matter which will, or is likely to, affect significantly the Financial Contribution or budgets in respect of Conjunction Functions in the current Financial Year or the period covered by the Performance Management Framework. This is to include any material revision to grant income, any material write off of stocks or income, as well as any significant service and operational matters.

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

In year variations - Overspends

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

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

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

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

6.24.3 identify other source(s) of additional funding for the Financial Year.

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

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

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

6.26.2 where an overspend remains, then:

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

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

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

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

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

In year variations – Underspends

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

6.28 If corrective action by the Lead Agency does not resolve the underspending issue within 4 weeks and outcomes are not being achieved, and where this is not expected and due to any external prevailing circumstances beyond the

control of the Lead Agency, then the relevant Chief Executive Officer and both Partner's Directors of Finance (or equivalent posts) must, within 4 weeks thereafter, agree an action plan for the relevant Integrated Services; the action plan may:

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

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

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

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

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

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

6.30.2.1 in respect of Integrated Children's Services by way of earmarked reserves held by THC for these services; and
6.30.2.2 in respect of Integrated Adult Services, and subject to discussions with and agreement of THC, by way of earmarked reserves held by THC on behalf of NHSH for these services.

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

Capital Assets and Expenditure

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

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

6.32.1 the properties will continue to be occupied by NHSH. Maintenance will be carried out by NHSH upon receipt of an annual revenue budget transfer from THC. Capital Works Projects will be undertaken by THC. NHSH will submit a Capital Investment Programme annually to THC and THC will consult NHSH before prioritising the projects to be included in THC's Capital Programme within available resources. This method of working provides the clarity of responsibility that each organisation requires.

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

6.32.3 NHSH will provide quarterly reports to THC on maintenance performance and actual expenditure incurred. Maintenance service contracts will remain as they are until the contracts come up for renewal.

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

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

cease to be used for Delegated Functions) by the Receiving Authority and related matters.

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

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

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

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

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

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

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

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

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

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

6.35 For the purpose of this Scheme, capital expenditure is expenditure incurred on fixed assets that are made available to the Arrangements and where the expenditure is defined as capital according to the accounting policies of the Partners.

6.36 The Financial Contributions are made in respect of revenue expenditure, and shall not be applied towards capital (defined in International Accounting Standard 16 as "Property, Plant and Equipment") expenditure unless otherwise agreed in writing by the Partners.

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

6.38 Where appropriate, funding to support capital expenditure on assets used in connection with the exercise of Delegated Functions may be transferred by the Partner which delegated the relevant Delegated Functions to the other Partner.

6.39 Where ownership of fixed assets which are made available to the Arrangements remains with the Partner which delegated the relevant Delegated Functions, the Partner which delegated the relevant Delegated Functions will retain all spending approvals and capital grants relating to these assets (and any other assets purchased by that Partner after the Commencement Date and made available to the Arrangements) unless otherwise agreed in writing by the Partners.

6.40 The Partners shall consider whether any capital expenditure shall be required for Delegated Functions in line with the strategies referred to in the Performance Management Framework applicable to such Delegated Functions and each Partner shall submit such proposals from time to time as it shall consider appropriate for such funding to the other Partner with details of: -

6.40.1 the capital requirement;

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

6.40.3 any transfers of funding to be made between the Partners

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

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

6.41 The Partner which delegated the relevant Delegated Functions shall give reasonable consideration to any request for funding but shall not be obliged to provide such funding.

6.42 Any proceeds of sale, and the profit or loss on disposal, of any fixed asset made available to the Arrangements will accrue to the Partner owning the fixed asset.

6.43 The revenue expenditure required to support and maintain the capital assets made available to the Arrangements will be paid by the Partner by whom the relevant Delegated Functions were delegated, except as otherwise agreed between the Partners.

6.44 Where any action is proposed by one Partner that might reduce the value of assets made available under the Arrangements to the other Partner, the Partners' respective Directors of Finance (or equivalent posts) shall jointly consider the potential loss of value and seek to agree whether compensation should be paid and if so the amount, timing and nature of that compensation.

Contracts

6.45 Each Lead Agency shall ensure that all Contracts which it enters into in connection with the exercise of any Delegated Functions contain provisions allowing the Lead Agency (without any requirement to obtain the consent of the other party to the contract) to assign or novate the contract to the other Partner following upon termination of the relevant Delegation Function.

Governance

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

6.47 NHSH will be accountable to THC for the Delegated Revenue Resources for Adult Integrated Services and the NHSH financial governance systems will apply to the Delegated Revenue Resources; in the case of the Delegated

Revenue Resources for Integrated Children's Services, THC will be accountable to NHSH and THC's financial governance systems will apply to the Delegated Revenue Resources.

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

Management and Reporting - General

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

6.50 The Partners shall ensure that full and proper records for accounting purposes are kept in respect of the Arrangements and shall co-operate with each other in preparation of those records.

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

6.52 Prior to finalising their accounts, the Partners' respective Directors of Finance (or equivalent posts) will consider the debtor / creditor relationship between the Partners to be reflected in each Partner's final accounts; they will seek to report a consistent position insofar as the relevant accounting standards and policies permit.

6.53 The Partners shall report to the Joint Monitoring Committee in relation to Integrated Adult Services and Children's Integrated Services respectively, with regard to such aspects of service delivery, and in such form, as the Committee may direct from time to time.

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

6.55 The Partners will, on reasonable request, prepare reports on any aspect of the Arrangements where it is necessary to enable the other to make a decision; the Partners will arrange for appropriate senior officers to attend to present those reports. As a minimum, the content should include annual budget, year to date budget, year to date expenditure and forecast expenditure to year-end. Material variances should be explained by a commentary which should include corrective action.

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

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

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

Frequency and content of budget monitoring reports

6.59 In addition to general reporting requirements, each Financial Year budget monitoring statements in respect of each Adult Integrated Service or (as the case may be) Children's Integrated Service will be produced on a monthly basis by the Director of Finance (or equivalent post) of the relevant Lead Agency and will include:-

6.59.1 consideration of year to date spend and income;

6.59.2 consideration of projections of full year spend and income;

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

Financial Year, if appropriate;

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

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

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

Cash Flow

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

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

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

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

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

Invoicing etc

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

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

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

6.67 With regards to Children's Services, payments for the reimbursement of patient travel expenses will not be part of NHSH's Financial Contribution and will

continue to be paid using the systems and procedures of NHSH.

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

Adult and Children's Services Support Arrangements

6.69 NHSH shall provide ongoing support to facilitate the delivery by THC of Integrated Children's Services, in accordance with the provisions set out in Annex 1, Part 1 and THC shall provide ongoing support to facilitate the delivery by NHSH of Integrated Adult Services, in accordance with the provisions set out in Annex 2, Part 1.

Civil Emergencies and Emergency Planning

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

7 PARTICIPATION AND ENGAGEMENT

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

7.2 The Partners have participation and engagement strategies, forums and networks to ensure significant engagement with, and participation by, members of the public, representative groups and other organisations in relation to decisions about the carrying out of integration functions. In addition, the Integrated Children's Services Plan will have a Participation Strategy to ensure that voices of young people are caught. The Partners are committed to following engagement and participation guidance issued by the Scottish Government for health boards, local authorities and integration joint boards, in particular, Care Services – planning with people: guidance.

7.3 The Strategic Plans will be reviewed at least every three years and will follow the required consultation approach as set out in the regulations. The Joint Monitoring Committee has a role in ensuring that the participation and

engagement strategies of both organisations deliver the required involvement of stakeholders throughout the development and review process.

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

8. INFORMATION SHARING AND CONFIDENTIALITY

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

8.2 Each Partner will

8.2.1 ensure that there are sufficient governance controls and monitoring arrangements in place to meet legislation, policies, standards, and processes and that staff receive the necessary training where required; and

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

8.3 Each Partner will co-operate fully with any investigation or audit that may be required to ensure that data is used and managed in line with legislation, policies, standards, and processes.

8.4 The Joint Controller Agreement to be put in place will apply to all Delegated Functions and Conjunction Functions.

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

Agency.

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

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

8.8 The Partners will co-operate with (and encourage and facilitate co-operation between each of them and their respective officers) and supply all information reasonably required by:-

8.8.1 persons exercising a statutory function in relation to either Partner including the internal and external auditors of either Partner, the Health Department of the Scottish Government, the Local Government Department of the Scottish Government, Audit Scotland, Care Inspectorate Scotland, the Local Authority's Monitoring Officer; and

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

8.9 Where reasonably requested to do so and after receipt of appropriate notice, the Partners will each arrange for nominated officers (of appropriate seniority) to attend meetings with the other Partner and/or meetings with any of those organisations referred to in clause 8.8.

8.10 The Lead Agency to which Delegated Functions have been delegated shall take all such steps (including the collection of statistical data, the preservation of evidence to support the accuracy of such data, and the collation and presentation of such data) as the other Partner may reasonably request from time to time to enable that other Partner to fulfil its obligations in relation to monitoring and reporting by reference to the statutory performance

indicators applicable from time to time and any other monitoring or reporting framework to which it may be subject from time to time.

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

9. COMPLAINTS

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

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

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

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

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

10. LIABILITY AND INDEMNITY

10.1 The Transferring Authority will, as from the Effective Time, indemnify the Receiving Authority against any loss or liability which the Receiving Authority may sustain or incur, or any claim by a third party against the Receiving Authority (including the reasonable expenses associated with contesting any such claim on a solicitor/client basis, and any costs awarded against the Receiving Authority in respect of any such claim), where such loss, liability or claim arises out of, or in connection with, the exercise of the Delegated Functions (as delegated to the Receiving Authority) by the Transferring Authority up to the Effective Time.

10.2 The Receiving Authority will, as from the Effective Time, indemnify the Transferring Authority against any loss or liability which the Transferring Authority may sustain or incur, or any claim by a third party against the Transferring Authority (including the reasonable expenses associated with contesting any such claim on a solicitor/client basis, and any costs awarded against the Transferring Authority in respect of any such claim), where such loss, liability or claim arises out of, or in connection with, the exercise of the Delegated Functions (as delegated to the Receiving Authority) by the Receiving Authority from and after the Effective Time.

10.3 A loss, liability or claim against the Transferring Authority arising out of, or in connection with, the exercise of the Delegated Functions (as delegated to the Receiving Authority) by the Receiving Authority from and after the Effective Time shall not fall within the indemnity to the extent that it is caused by

10.3.1 a breach by the Transferring Authority of any of its obligations under this Scheme or any of the Occupancy Agreements; or

10.3.2 a third party having failed to give its consent to the assignation, novation or partial assignation of any of the transferring care contracts to the Receiving Authority.

10.4 Each Partner (an **"Indemnified Partner"**) which incurs a loss or liability, or receives a claim,

10.4.1 shall intimate the loss or liability, or the relevant claim, to the other Partner (the **"Indemnifying Partner"**) as soon as reasonably practicable after the loss, liability or claim becomes known to the Indemnified Partner, providing to the Indemnifying Partner all such information and evidence in respect of the loss, liability or claim as is reasonably available to the Indemnified Partner;

10.4.2 shall (in the case of a claim) take such steps to resist or defend the claim as the Indemnifying Partner may reasonably request or (if the Indemnifying Partner so elects) allow the Indemnifying Partner the conduct of any defence and/or negotiations in respect of the claim (subject in either case to the Indemnifying Partner indemnifying the Indemnified Partner in respect of any liability (including reasonable legal expenses on a solicitor/client basis and any award of expenses) which the Indemnified Partner may thereby incur);

10.4.3 shall keep the Indemnifying Partner closely appraised of all

developments relating to the relevant loss, liability or claim (including any insurance claim that may be pursued in connection with the relevant occurrence);

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

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

11. INSURANCE ARRANGEMENTS

11.1 The Partners shall maintain appropriate insurances or arrangements in relation to insurance, in respect of Integrated Children's Services and Integrated Adult Services.

11.2 For the avoidance of doubt, each Partner shall be responsible for meeting all excess payments or other self-insured amounts under its insurance arrangements (including CNORIS, for this purpose).

11.3 The handling of insurance claims relating to Delegated Functions shall be carried out in a manner which reflects the following principles:

11.3.1 each Partner shall notify the other promptly if it proposes to submit an insurance claim in respect of any matter related to Delegated Functions;

11.3.2 any information held by a Partner which is relevant to the subject of an insurance claim shall be passed to the other Partner if the other Partner is proposing to submit, or has submitted, an insurance claim;

11.3.3 each Partner shall arrange for its employees (and personnel employed by third party service providers, where applicable), to be interviewed, and will allow access by loss adjusters and others involved in investigating the subject of the insurance claim to premises and equipment as appropriate, to facilitate the submission, pursuit and/or investigation of an insurance claim by the other Partner;

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

reasonably practicable;

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

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

12. RISK MANAGEMENT

12.1 In the Lead Agency model agreed by the Highland Partnership each Partner carries responsibility for their own risks, monitored and managed in line with the Partner's Risk Management System. The Risk Management System of each Lead Agency has been extended to cover the Delegated Functions as well the Conjunction Functions. This includes risk registers at corporate and operational levels.

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

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

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

13. TARGETS AND PERFORMANCE MANAGEMENT

13.1 Adult Services performance management framework

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. DISPUTE RESOLUTION MECHANISM

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

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

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

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

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

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

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

14.4.4 the fees of the Mediator shall be borne by the Partners in such

proportion as shall be determined by the Mediator having regard (amongst other things) to the conduct of the parties.

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

14.5.1 the Expert shall be selected by mutual agreement or, failing agreement, within 14 days after a request by one Partner to the other, shall be chosen at the request of either Partner by the President for the time being of the Law Society of Scotland who shall be requested to choose a suitably qualified and experienced Expert for the dispute in question;

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

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

14.5.4 the Expert shall be instructed to deliver his/her determination to the Partners within 14 days after the submission of the written reports pursuant to clause 14.5.2 ;

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

14.5.6 the Expert shall have the same powers to require any Partner to produce any documents or information to him and the other Partner as an arbiter and each Partner shall in any event supply to him such information which it has and is material to the matter to be resolved and which it could be required to produce on discovery; and

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

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

IN WITNESS WHEREOF
This **Integration Scheme** consisting of this and the **45 preceding pages** together with the **Six Annexes** and **3 Three Appendices** attached, comprising **pages 47 to 71** hereto are executed as follows:

On behalf of authorised signatories by the Parties on the dates and at the places as undernoted.

Signature for and on behalf of The Highland Council	***(sign here)***
Full name of Signatory	
On (date)	
At (place)	
Witness Signature	***(sign here)***
Full name of Witness	
Address of Witness	

Signature for and on behalf of Highland Health Board	***(sign here)***
Full name of Signatory	
On (date)	
At (place)	
Witness Signature	***(sign here)***
Full name of Witness	
Address of Witness	

This is the Annex 1 referred to in the foregoing Integration Scheme between The Highland Council and Highland Health Board

Annex 1

Part 1
(Sections 1.1, 3.1 and 6.39)

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

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

Column A (function)	**Column B (services)**
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Speech and Language Therapy
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Physiotherapy
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Occupational Therapy
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Dietetics
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978; Ss 23, 24, Mental Health (Care and Treatment) (Scotland) Act 2003.	Primary Mental Health Workers
Ss 2A, 36, 37, 38, 38A, 38B, 40, 41, 42 National Health Service (Scotland) Act 1978.	Public Health Nursing Health Visiting
Ss 2A, 36, 37, 38, 38A, 38B, 39, 40, 41, 42 National Health Service (Scotland) Act 1978.	Public Health Nursing School Nursing

Column A (function)	Column B (services)
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978; S 23, Mental Health (Care and Treatment) (Scotland) Act 2003.	Learning Disability Nurses
Ss 2A, 36, 37, National Health Service (Scotland) Act 1978.	Child Protection Advisors
Ss 2A, 13, 36, 37, National Health Service (Scotland) Act 1978.	Looked after Children
All functions of Health Boards conferred by, or by virtue of, Part 4 and Part 5 Children and Young People (Scotland) Act 2014.	Named Persons Child's Plan
S12, 31 Carers (Scotland) Act 2016.	Young Carer Statement Local Carer Strategy

Children's Services Support Arrangements:

Support arrangements in relation to children and young people

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

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

Part 2
(Sections 1.1, 3.2 and 3.3)

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

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

Column A (function)	**Column B (services)**
Ss 16, 16A, 16B National Health Service (Scotland) Act 1978.	Contracts with Voluntary Organisations
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Specialist End of Life Care
Ss 2A, 36, 37, 38, 38A, 40, 41, 42 National Health Service (Scotland) Act 1978.	Community Nursing Teams
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Community Allied Health Professionals
Ss 2A, 13, 36, 37 National Health Service (Scotland) Act 1978.	Homeless Service
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978; Ss 23, 24, Mental Health (Care and Treatment) (Scotland) Act 2003; S7 Disabled Persons (Services, Consultation and Representation) Act 1986. [N.B. Partially in force and amendments pending.]	CPNs/Community Mental Health Teams

Column A (function)	**Column B (services)**
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978; Ss 23,24 Mental Health (Care and Treatment) (Scotland) Act 2003; S7 Disabled Persons (Services, Consultation and Representation) Act 1986. [N.B. Partially in force and amendments pending.]	Older Adult CPN
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978; Ss 23, 24 Mental Health (Care and Treatment) (Scotland) Act 2003; S7 Disabled Persons (Services, Consultation and Representation) Act 1986. [N.B. Partially in force and amendments pending.]	CPNAs
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Reablement
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Geriatricians – community/acute
Ss 2A, 36, 37, 40 National Health Service (Scotland) Act 1978.	Day Hospitals
Ss 2C, 17I, 40, 41, 42, 43 National Health Service (Scotland) Act 1978.	GPs
Ss 17I, 25(1) National Health Service (Scotland) Act 1978.	Dentists
S26(1) National Health Service (Scotland) Act 1978.	Opticians
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Handyperson/Care & Repair
Ss 27(1), 40, 41 National Health Service (Scotland) Act 1978.	Community Pharmacists
Ss 2A, 36, 37, 40, 41 National Health Service (Scotland) Act 1978.	Community Hospitals

Column A (function)	Column B (services)
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978. S23, Mental Health (Care and Treatment) (Scotland) Act 1978.	Learning Disability Specialists
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Telecare HUB
Ss 2A, 36, 37 National Health Service (Scotland) Act 1978.	Equipment Stores
Various statutory functions listed elsewhere in this Part 1B of the Schedule	Out of Hours
Ss 2A, 36, 37, 43 National Health Service (Scotland) Act 1978	Public Health
S13 National Health Service (Scotland) Act 1978.	Housing Assessment
S 31 Carers (Scotland) Act 2016	Local Carer Strategy

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

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

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

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

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

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

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

This is the Annex 2 referred to in the foregoing Integration Scheme between The Highland Council and Highland Health Board

Annex 2

Part 1
(Sections 1.1, 3.2 and 6.38)

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

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

Column A (function)	Column B (services)
Ss 4, 5A, 5B, 12, 12A, 12AA, 12AB, 13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation And Representation) Act 1986; [N.B. S7 partially in force and amendments pending.] S 6, Community Care and Health (Scotland) Act 2002. <u>Carers(Scotland) Act 2016</u> Section 6 (Duty to prepare adult carer support plan) Section 21 (duty to set local eligibility criteria) Section 24 (Duty to provide support) Section 25 (Provision of support to carers: breaks from caring) Section 31 (Duty to prepare local carer strategy) Section 34 (Information and advice service for carers) Section 35 (Short breaks services statements)	Respite

Column A (function)	Column B (services)
Ss 4, 5A, 5B, 12, 12A, 13, 13ZA, 13A, 13B, 14, 27, 27ZA, 28, 29, 59, 87 Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; S48, National Assistance Act 1948; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986; [N.B. S7 partially in force and amendments pending.] Part 1 Adult Support and Protection (Scotland) Act 2007.	Adult Social Work Teams
Ss 12, 12A, 12AA, 12AB, 13B, 14, Social Work (Scotland) Act 1968; Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 22, 23 Children (Scotland) Act 1995.	Care at Home
Ss 3, 4, 7, 8 Disabled Persons (Services, Consultation and Representation) Act 1986. [N.B. S7 partially in force and amendments pending.]	
Ss 12, 12A, 12AA, 12AB, 13B, 14, Social Work (Scotland) Act 1968; Ss 22, 23 Children (Scotland) Act 1995; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986. [N.B. S7 partially in force and amendments pending.]	Sensory

Column A (function)	**Column B (services)**
Ss 12, 12A, 12AA, 12AB, 13ZA, 13A, 13B, 59, 87, Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003; S 6**,** Community Care and Health (Scotland) Act 2002.	Care Homes
Ss 12, 12A, 12AA, 12AB, 13ZA, 13B, 59, 87 Social Work (Scotland) Act 1968; Ss 22 and 23 of the Health and Social Services and Social Security Adjudications Act 1983; Ss 25, 26, 27, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986. [N.B. S7 partially in force and amendments pending.]	Day Care
S12, Social Work (Scotland) Act 1968.	Community Development Officers
Ss 25, 26, 27, 33, Mental Health (Care and Treatment) (Scotland) Act 2003; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986. [N.B. S7 partially in force and amendments pending.]	Community Mental Health Teams
Ss 4, 5(1), 5A(1) of Part I, Part II Housing (Scotland) Act 1987; Part 1, Housing (Scotland) Act 2001.	Housing Support

Column A (function)	**Column B (services)**
The Housing (Scotland) Act **2006**(**a**) Section 71(1)(b).	(assistance for housing purposes) Only in so far as it relates to an aid or adaptation. This includes the Care and repair service.
The Housing (Scotland) Act 2001(a) Section 92.	(assistance for housing purposes) Only in so far as it relates to an aid or adaptation. This relates to registered social landlords and housing associations.
The Local Government and Planning (Scotland) Act 1982(a) Section 24(1).	(The provision of gardening assistance for the disabled and the elderly) This is an optional service for Local Authorities which is not currently delivered.
Ss 12, 12A, 12AA, 12AB, Social Work (Scotland) Act 1968; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986. [N.B. S7 partially in force and amendments pending.]	Support Work
Ss 12, 12A, 12AA, 12AB, 12B, 12C, Social Work (Scotland) Act 1968; Social Care (Self-directed Support) (Scotland) Act 2013.	Self Directed Support Team
S 5A, 12, Social Work (Scotland) Act 1968.	Reviewing Team

Column A (function)	Column B (services)
Ss 5A, 12, Social Work (Scotland) Act 1968.	Change Support Team
Ss 12, 13B, 14, Social Work (Scotland) Act 1968; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986. [N.B. S7 partially in force and amendments pending.]	Handypersons
S12, Social Work (Scotland) Act 1968.	Equipment Stores
Section 71, Housing (Scotland) Act 2006.	Assistance for Housing Purposes
Section 92, Housing (Scotland) Act 2001.	Assistance for Housing Purposes
Section 24, Local Government and Planning (Scotland) Act 1982.	Provision of Gardening assistance for the disabled and the elderly.

Adult Services Support Arrangements:

THC has, since 2012, offered legal advice and assistance to officers of NHSH engaged in the delivery of those adult social care functions and services delegated to NHSH constituting the Adult Services Delegated Functions and will continue to offer, at existing levels per custom and practice, such advice and assistance where requested. In the event that in the reasonable opinion of THC there is potential for a conflict of interest to emerge and/or the issue is considered material THC will redirect NHSH to the NHS Central Legal Office.

Part 2
(Sections 1.1, 3.1 and 3.3)

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

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

Column A (function)	**Column B (services)**
Ss 16-18, 20-28, 31-36, 38, 44, 75, 76-80, 91, 93 Children (Scotland) Act 1995.	Childcare and Early Education Services
Ss 16-18, 20-28, 31-36, 38, 44, 75, 76-80, 91, 93 Children (Scotland) Act 1995.	Early Years workers
Included within children's social work/health visiting/nursery services (i.e. no separate treatment required).	Pre-school visiting service
Ss 12, 27, 27A Social Work (Scotland) Act 1968; Ss 16-18, 20-28, 31-36, 38, 44, 75, 76-80, 91, 93 Children (Scotland) Act 1995.	Youth Action Team
Education (Additional Support for Learning) (Scotland) Act 2004.	Specialist Additional Support for Learning education service

Column A (function)	Column B (services)
Ss 4, 5A, 5B, 6B, 12, 12A, 12AA, 12AB, 13A, 27, 28, Social Work (Scotland) Act 1968; Ss 16-18, 20-28, 31-36, 38, 44, 75, 76-80, 91, 93 Children (Scotland) Act 1995; Ss 203, 245(11A), Criminal Procedure (Scotland) Act 1995; Ss 25, 26, 27, 33, Mental Health (Care and Treatment) (Scotland) Act 2003; S48, National Assistance Act 1948; S11, The Matrimonial Proceedings (Children) Act 1958; Ss 3, 4, 7, 8, Disabled Persons (Services, Consultation and Representation) Act 1986; [N.B. S7 partially in force and amendments pending.] S50, Children Act 1975.	Children and families Social work teams
Ss 59, 78, 78A, 79, 80, 81, 82, 83, Social Work (Scotland) Act 1968; Ss 16-18, 20-28, 31-36, 38, 44, 75, 76-80, 91, 93 Children (Scotland) Act 1995.	Residential care workers
Ss 3, 5, 6, 7, 9 and 10 Foster Children (Scotland) Act 1984.	Fostering service
Ss 1, 5, 6, 9, 10, 11, 12, 19, 26, 45, 47, 48, 49, 51, 71, 80, 90, 99, 101 and 105 Adoption and Children (Scotland) Act 2007.	Adoption service

Column A (function)	**Column B (services)**
Ss 29, 30 Children (Scotland) Act 1995.	Through care and after care services
Ss 5, 8, 8A, Education (Additional Support for Learning) (Scotland) Act 2004.	Educational Psychology
S12, 12A, 12AA, 13ZA, 27, 27ZA, Social Work (Scotland) Act 1968; Part 1 Adult Support and Protection (Scotland) Act 2007; Ss 16-18, 20-28, 31-36, 38, 44, 75, 76-80, 91, 93 Children (Scotland) Act 1995; Ss 25, 26, 27, 33, Mental Health (Care and Treatment) Scotland Act 2003.	Social Work Out of Hours Service
<u>Carers (Scotland) Act 2016</u> Section 12 (duty to prepare young carer statement) Section 31 (duty to prepare local carer strategy)	

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

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

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

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

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

This is the Annex 3 referred to in the foregoing Integration Scheme between The Highland Council and Highland Health Board

Annex 3
(Section 4.1.7)

Services provided Pan Highland to both children and adults

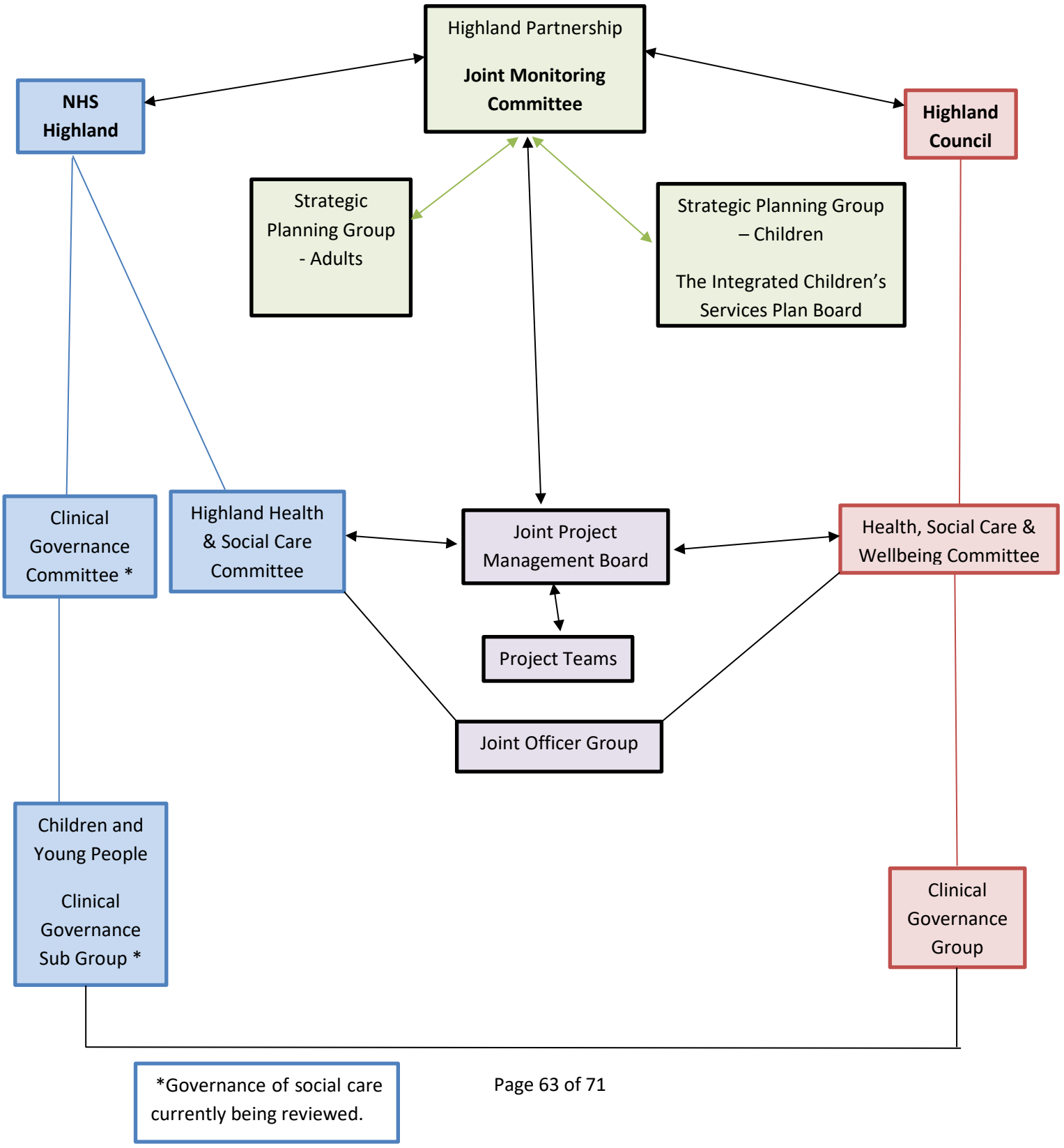
- management of the function in one organisation and delivery of the function across both organisations.

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

This is the Annex 4 referred to in the foregoing Integration Scheme between The Highland Council and Highland Health Board

Annex 4
(Section 2.9)

Governance Structure



This is the Annex 5 referred to in the foregoing Integration Scheme between The Highland Council and Highland Health Board

Annex 5

(Section 4.3.1.2)

Major Incident Roles Matrix

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

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

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

This is the Annex 6 referred to in the foregoing Integration Scheme between The Highland Council and Highland Health Board

Annex 6

(Section 7.1)

Stakeholders and Consultation Methods

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

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

Additional consultees:

- Unions representing staff within both THC and NHSH.
- Equalities groups.

Consultation on this revised Scheme took place as follows:

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

This is the Appendix One referred to in the foregoing Integration Scheme between The Highland Council and Highland Health Board

Appendix One

(Section 2.2)

The Highland Partnership
Joint Monitoring Committee

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

Role and Function

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

Membership

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

- 4 elected members nominated by THC and 4 members nominated by NHSH (2 Non-Executive Directors and 2 other appropriate persons).

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

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

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

- additional officers nominated by both THC and NHSH:
  - THC's Chief Executive and Executive Chief Officer Health and Social Care.
  - NHSH's Chief Executive and Director of Adult Social Care.

Chairperson
The Chair of NHSH Board and the Chair of THC's Health, Social Care and Wellbeing Committee will be joint chairs.

Deputies
If a nominated member is unable to attend a meeting, the Health Board or local authority which nominated the member, is to use its best endeavors to arrange for a suitably experienced deputy, who is either a councillor or, as the case may be, a member of the Health Board, to attend the meeting.

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

Administrative Support
This will be provided by THC. This will include preparation and arrangement of all meetings and reports, taking and circulation of minutes and settling of expenses.

This is the Appendix Two referred to in the foregoing Integration Scheme between The Highland Council and Highland Health Board

Appendix Two

(Section 2.2)

Matters For Joint Monitoring Committee Standing Orders (not exhaustive)

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

Deputies:
A deputy attending a meeting may vote on decisions put to that meeting.

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

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

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

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

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

This is the Appendix Three referred to in the foregoing Integration Scheme between The Highland Council and Highland Health Board

Appendix Three

(Section 2.7)

Joint Officer Group

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

Remit

- To consider and agree strategy for presentation to the Partners' Committees. This should include Strategic Plans reflecting the term of each Highland Council and including the finance and cash flow required to deliver that plan.

- To ensure that strategic reports considered by the Partners' Committees are referenced and within terms of the Strategic Plans.

- To support the development of Strategic Plans through the creation of a multi-year funding model.

- To support and service regular, planned meetings involving the Partners' Chief Executives, senior members of THC Administration and Health Board non-Executives, which will also act as a preliminary meeting prior to matters being formally considered at the Joint Monitoring Committee.

- To review the finance and reporting mechanisms to support the partnership arrangements.

Document Governance Control

June 2015	Approval of Scheme (April 2015 – March 2020) by Scottish Government on 25 June 2012.
March 2018	Amendment of Annex 2 – Local Authority Functions.
March 2021	Revised Scheme approved by THC (23/24 March 2021) and NHSH Board (30 March 2021) respectively for consultation and agreement, where there are non-material revisals arising from the consultation.
April 2021	Consultation on revised scheme to prescribed consultees.
May –July 2021	Consultation responses reviewed, revisals proposed and non-material changes agreed by THC and NHSH.
July 2021	Revised Scheme submitted to Scottish Government.