

APPENDIX 1

1. Introduction

The Public Bodies (Joint Working)(Scotland) Act 2014 (the Act) requires Health Boards and Local Authorities to integrate planning for, and delivery of, certain adult health and social care services. They can also choose to integrate planning and delivery of other services – additional adult health and social care services beyond the minimum prescribed by Ministers, and children’s health and social care services. The Act requires them to prepare jointly an integration scheme setting out how this joint working is to be achieved. There is a choice of ways in which they may do this: the Health Board and Local Authority can either delegate between each other (under s1(4)(b), (c) and (d) of the Act), or can both delegate to a third body called the Integration Joint Board (under s1(4)(a) of the Act). Delegation between the Health Board and Local Authority is commonly referred to as a “lead agency” arrangement. Delegation to an Integration Joint Board is commonly referred to as a “body corporate” arrangement.

This document sets out a model integration scheme to be followed where the “body corporate” arrangement is used (ie the model set out in s1(4)(a) of the Act) and sets out the detail as to how the Health Board and Local Authority will integrate services. Section 7 of the Act requires the Health Board and Local Authority to submit jointly an integration scheme for approval by Scottish Ministers. The integration scheme should¹ follow the format of the model and must include the matters prescribed in Regulations. The matters which must be included are set out in detail in the model.

Once the scheme has been approved by the Scottish Ministers, the Integration Joint Board (which has distinct legal personality) will be established by Order of the Scottish Ministers.

¹ Bearing in mind the large number of schemes which will be submitted and the variations which Ministers will be required to check, it would be very helpful if the scheme submitted followed the model. However, a scheme would not be rejected only because it didn’t follow the model. A scheme may, however, be rejected if it doesn’t cover all the matters which have been prescribed as necessary.

As a separate legal entity the Integration Joint Board has full autonomy and capacity to act on its own behalf and can, accordingly, make decisions about the exercise of its functions and responsibilities as it sees fit. However, the legislation that underpins the Integration Joint Board requires that its voting members are appointed by the Health Board and the Local Authority, and is made up of councillors, NHS non-executive directors, and other Members of the Health Board where there are insufficient NHS non-executive directors. Whilst serving on the Integration Joint Board its members carry out their functions under the Act on behalf of the Integration Joint Board itself, and not as delegates of their respective Health Board or Local Authority. This is in line with what happened under the previous joint working arrangements. Because the same individuals will sit on the Integration Joint Board and the Health Board or Local Authority, accurate record keeping and minute taking will be essential for transparency and accountability purposes.

The Integration Joint Board is responsible for the strategic planning of the functions delegated to it and for ensuring the delivery of its functions through the locally agreed operational arrangements set out within the integration scheme in Section 4. Further, the Act gives the Health Board and the Local Authority, acting jointly, the ability to require that the Integration Joint Board replaces their strategic plan in certain circumstances. In these ways, the Health Board and the Local Authority together have significant influence over the Integration Joint Board, and they are jointly accountable for its actions.

2. Aims and Outcomes of the Integration Scheme

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

1. People are able to look after and improve their own health and wellbeing and live in good health for longer.
 2. People, including those with disabilities, long term conditions, or who are frail, are able to live, as far as reasonably practicable, independently and at home or in a homely setting in their community.
 3. People who use health and social care services have positive experiences of those services, and have their dignity respected.
 4. Health and social care services are centred on helping to maintain or improve the quality of life of service users.
 5. Health and social care services contribute to reducing health inequalities.
 6. People who provide unpaid care are supported to reduce the potential impact of their caring role on their own health and well-being.
 7. People who use health and social care services are safe from harm.
 8. People who work in health and social care services are supported to continuously improve the information, support, care and treatment they provide and feel engaged with the work they do.
 9. Resources are used effectively in the provision of health and social care services, without waste.
- The Health Board and the Local Authority should set out more fully here the vision they are looking to achieve through integration and through the implementation of the principles of the Act².

² The vision is to achieve the Outcomes above but this gives space to focus on and describe that in more detail.

Model Integration Scheme

The parties:

[X] **Council**, established under the Local Government etc (Scotland) Act 1994 and having its principal offices at [] (“the Council”);

And

[Y] **Health Board**, established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as “ ”) and having its principal offices at [] (“NHS (area) ”) (together referred to as “the Parties”)

1. Definitions And Interpretation

To include –

- All terms and expression which require defining; [to finalise this and other items in the preamble once draft complete]

[eg the Regulations; Scheme; Integration Joint Board; etc

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

“The Parties” means the Council and the NHS (area);

“The Scheme” means this Integration Scheme;

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

“Membership Regulations” means [add name and SSI number of the relevant regulations]

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

1. Choice of Integration Model

In accordance with section 1(2) of the Act, the Parties have agreed that the integration model set out in sections 1(4)(a) of the Act will be put in place for [name of integration authority], namely the delegation of functions by the Parties to a body corporate that is to be established by Order under section 9 of the Act.

2. Local Governance Arrangements

[Having regard to the requirements contained in the *[Regulations]*, the Parties require to supply the detail of the remit and constitution of the Integration Joint Board which includes, but is not limited to, the following:

- The remit of the Integration Joint Board is to prepare and implement a Strategic Plan in relation to the provision of health and social care services to adults [and children] in their area in accordance with sections xx to yy of the Act.
- The arrangements for appointing the voting membership of the Integration Joint Board are³ ...*[Set out the number of representatives to be appointed by each Party, the standard length of their period of office, the circumstances in which a person will cease to be a voting member before the end of the standard length of their period of office, etc.]*
- The arrangements for appointing the chair and vice chair of the Integration Joint Board are ...*[Set out how the Parties will determine who is chair and vice chair, the standard length of their period of office, the circumstances in which a person will cease to be chair or vice chair before the end of the standard length of their period of office, etc.]*

³ The Integration Joint Board will be required by Regulations to co-opt non-voting members to the Board.

- The arrangements for committees of the Health Board and the Local Authority and for the Community Planning Partnership to interact⁴ with the Integration Joint Board are ...[*Set out how the committees of the Health Board and Local Authority, such as the social work committee, will interact with the Integration Joint Board.*]⁵

3. Delegation of Functions

The functions that are to be delegated by the Health Board to the Integration Joint Board are set out in Part 1 of Annex 1. The services to which these functions relate, which are currently provided by the Health Board and which are to be integrated, are set out in Part 2 of Annex 1.

The functions that are to be delegated by the Local Authority to the Integration Joint Board are set out in Part 1 of Annex 2. The services to which these functions relate, which are currently provided by the Local Authority and which are to be integrated, are set out in Part 2 of Annex 2.⁶

4. Local Operational Delivery Arrangements

The local operational arrangements agreed by the Parties are:⁷⁸

⁴ The three bodies will have to communicate with each other and interact in order to contribute to the Outcomes, however the Integration Joint Board does have distinct legal personality and the consequent autonomy to manage itself. There is no role for Health Boards or Local Authorities to independently sanction or veto decisions of the Integration Joint Board.

⁵ A degree of flexibility should be allowed so that non-material changes to practice can be made within the terms of the Scheme, thereby avoiding the need to revert to Ministers for approval.

⁶ In exercising its functions, the Integration Joint Board must take into account the Parties' requirement to meet their respective statutory obligations. Apart from those functions delegated by virtue of this Agreement, the Parties retain their distinct statutory responsibilities and therefore also retain their formal decision-making roles.

⁷ The Integration Joint Board is responsible for the planning of integrated services and achieves this through the Strategic Plan. It directs the Health Board and Local Authority to deliver services in accordance with the Strategic Plan. Health Boards and Local Authorities will wish to put in place arrangements for the Integration Joint Board to monitor and report on the delivery of integrated services on their behalf.

⁸ See also section 6 (Workforce) on the Chief Officer

[Set out

- *[the responsibilities of the membership of the Integration Joint Board in relation to monitoring and reporting on the delivery of integrated services on behalf of the Health Board and Local Authority]*
- *[the process to consider the Strategic Plan within their own Health Board area as well as any potential impact on the Strategic Plans of other integration authorities.]*
- *[include how the Committee/governance structures in the Local Authority and NHS interact/link with the Integration Joint Board?]*
- *the local outcomes, performance targets, improvement measures and reporting arrangements that the Integration Joint Board is to take account of for integrated services and non integrated services in planning and monitoring delivery of integrated services.⁹*

5. Clinical and Care Governance

The arrangements for clinical and care governance agreed by the Parties are:

[Set out the joint arrangements for clinical and care governance including:

- *How professional advice in respect of clinical and care governance is provided within all aspects of the [Partnership's/Integration Joint Board's [or the whole collaborative landscape?]] governance and management structures.*

⁹ For example, the Health Board is currently responsible for meeting a HEAT target in relation to delayed discharge. A large proportion of the functions and resources to deliver that target are delegated to the Integration Joint Board. It is therefore appropriate that the Integration Joint Board is required to take account of this target when exercising its functions.

- *The arrangements for the provision of professional health care and social work advice to the Integration Joint Board, the strategic planning group and localities.*¹⁰
- *How those arrangements interrelate with the remaining arrangements for providing professional clinical governance and advice within the Health Board (including the respective responsibilities of the Health Board's medical director and nurse director) and the care governance arrangements that remain with the Local Authority.]*
- *Information about the role of senior professional staff in the NHS and Local Authority in relation to these arrangements.*
- *Information about how these arrangements relate to the arrangements for the involvement of professional advisers to the Integration Joint Board.*

6. Chief Officer

The arrangements in relation to the Chief Officer agreed by the Parties are:¹¹

[Set out the jointly agreed arrangements including:

- *the relationship between the Chief Officer and the senior management team of the Health Board and Local Authority/ Information on the structures and procedures which will be used to enable the Chief Officer to work with senior management of the Parties to carry out functions in accordance with the Strategic Plan.;*
- *line management of the Chief Officer to ensure accountability to both Parties.*

¹⁰ For example, this may be done through the establishment of an advisory committee comprised of health and social care professionals, having health and social care professionals as non-voting members of the Integration Joint Board, etc.];

¹¹ The appointment of the Chief Officer, and the process for appointing the Chief Officer, is the responsibility of the Integration Joint Board.

7. Workforce

The arrangements in relation to their respective workforces agreed by the Parties are:

[Set out the jointly agreed arrangements including:

- the process for appointment to jointly appointed positions, arrangements for supervision and management of people who are jointly appointed;*
- the arrangements for the supervision and management of staff who report to a person employed by another organisation. (For example, where an integrated team comprises both Health Board and Local Authority staff managed by a Local Authority manager, the chief executive of the Health Board may direct his/her staff to follow instructions from the Local Authority manager);*
- the process which the parties will follow to develop a joint Workforce Development and Support Plan and an Organisational Development strategy in relation to teams delivering integrated services.*

[Where the Health Boards and Local Authority agree to transfer staff as part of this integration scheme they must agree and set out:

- the number and category to be transferred]

7. Finance

[Extensive Finance Guidance is available at [add link]]

The Parties must agree and set out the method of determining ¹²–

¹² The amounts described in (a) and (b) here are not subject to Ministerial approval but are subject to the approval of the Integration Joint Board.

(a) amounts to be paid by the Health Board and the Local Authority to the Integration Joint Board in respect of each of the functions delegated by them to the Integration Joint Board (other than those to which sub-paragraph (b) applies); and

(b) amounts to be made available by the Health Board to the Integration Joint Board in respect of each of the functions delegated by the Health Board which are (i) carried out in a hospital in the area of the Health Board and (ii) provided for the areas of two or more local authorities.

1. Payment in the first year to the Integration Joint Board for delegated functions

The payment should be based on the baseline established from review of recent past performance¹³ and existing plans for the Health Board and the Local Authority for the functions which are to be delegated, adjusted for material items in the shadow period.

2. Payment in subsequent years to the Integration Joint Board for delegated functions

In subsequent years the amount should be adjusted for:

- Activity Changes
- Cost inflation
- Efficiencies
- Performance against outcomes
- Legal requirements
- Transfers to/from the notional budget for hospital services
- Adjustments to address equity of resource allocation
- The Local Government Financial Settlement

3. Method for determining the amount set aside for hospital services

[To follow-up under development by The Integrated Resources Advisory Group (IRAG)
[insert link]]

¹³ Please see Finance Guidance

In-year variations

In the following circumstances the Health Board and/or Local Authority may reduce the payment in-year by the Integration Joint Board to meet exceptional unplanned costs within the constituent authoritiesconditions to be listed.]

- Financial management arrangements
- Process for addressing budget variances

The Chief Officer will deliver the outcomes within the total delegated resources and where there is a forecast overspend against an element of the operational budget, the Chief Officer, the Chief Finance Officer of the Integration Joint Board and the relevant finance officer of the constituent authority must agree a recovery plan to balance the overspending budget. The Health Board and local authority must agree and include in the Integration scheme how they will manage an overspend in the remote circumstance that the recovery plan is unsuccessful.

Where there is a forecast underspend in an element of the operational budget this will be retained by the Integration Joint Board, except when the following conditions apply(eg material errors in the assumptions made in method to determine the payment for the function). In these circumstances the payment for this element should be recalculated using the revised assumptions.

[To Follow: Process for the management of the variances for the amount set aside in hospital budgets is under development by IRAG]

- Process for re-determining in-year allocations and conditions when they may be used
- Arrangements for asset management and capital

Financial management and financial reporting arrangements

The Integration Joint Board will receive financial management support from..... who will provide:

- Financial systems for hosting the accounting records of the Integration Joint Board
- Financial services to the Chief Officer/financial officer/Integration Joint Board to carry out their functions, ie the staff/other resources to be made available to support the preparation of the annual accounts, financial statement, financial elements of strategic plan, reports to the Chief Officer on the financial resources used for operational delivery, reporting to the board
- Monthly financial monitoring reports to the Chief Officer and the board on the performance of the budget within x days of the month end– minimum scope to be specified in a schedule
- Schedule of cash payments to be made in settlement of the payment due to the Integration Joint Board (if applicable)

8. Participation and Engagement

Detail the persons, groups of persons and representatives of persons consulted in the development of the integration scheme and the means by which consultation took place.

The Parties agree the following arrangements in respect of Participation and Engagement including:

- *[Set out the process by which arrangements in respect of Participation and Engagement shall be agreed including:Development and review/evaluation of involvement structures*
- *Arrangements for involving seldom heard groups*
- *Arrangements for communication with the public*
- *Reporting on outcomes (and progress in integration) to the public*
- *Training and on-going support for user/public members of the Board*
- *How feedback from users/public feeds into governance arrangements*

- *Information for how people can get involved]*

9. Information Sharing and Confidentiality

- The Parties agree to be bound by the Information Sharing Protocol set out in Annex¹⁴ [].

10. Complaints

The Parties agree that there shall be one single point of contact for complaints by service users [in respect of a delegated function?] and agree the following arrangements in respect of this:

- *[Set out: Details of complaint handling for the services provided by the Integration Joint Board*
- *Details of complaint handling for staff working within the Integration Joint Board to include responses to SPSO]*

11. Claims Handling, Liability & Indemnity

The Parties agree the following arrangements in respect of claims, Liability and Indemnity:

The Parties must consider how they wish to make arrangements which alter, as between themselves, the normal common law or statutory position in relation to claims against their organisation. If they do, they should set out those arrangements.

[Set out agreed arrangements, for example,

¹⁴ Information sharing processes need to be clearly understood and communicated. Operationally focussed agreements that support the safe and secure handling of information across organisations are crucial. The agreement must articulate the circumstances in which information will be shared and the processes for doing so. Various versions are in use across the public sector. Ministers do not endorse one particular version. The key is that it should be clearly set out and published.

- provision to the effect that each of the Parties will indemnify the other in respect of claims made by its own employees
- provision to the effect that each of the Parties will indemnify the other in respect of claims by third parties arising from acts or omission of its own employees
- Procedures for discussing and resolving issues of disputed liability between the Parties
- Assurance arrangements including any self-assurance arrangements

12. Risk Management

The Parties and the Integration Joint Board are to develop a shared risk management strategy that sets out –

- The key risks with the establishment and implementation of the Integration Joint Board
- An agreed risk monitoring framework
- Any risks that should be reported on from the date of delegation of functions and resources
- The frequency that risks should be reported on
- The method for agreeing changes to the above requirements with the Integration Joint Board.

This should identify, assess and prioritise risks related to the delivery of services under integration functions, particularly any which are likely to affect the Integration Joint Board's delivery of the Strategic Plan. Identify and describe processes for mitigating those risks. The model includes an agreed reporting standard that will enable other significant risks identified by the partners to be compared across the organisation.

[The Integration Joint Board is to be placed under a duty to

- Establish risk monitoring and reporting as set out in the framework as developed by the Health Board and the Local Authority
- To maintain the risk information and share with, in a body corporate the Health Board and the Local Authority to the timescales specified or in a lead agency model the Integration Joint Monitoring Committee to the timescales specified.]

13. Dispute resolution mechanism

The Parties hereby agree that where they fail to agree on any issue related to this Scheme, then they will follow the process as set out below:¹⁵

(a) A representative of the Health Board and the Local Authority, and the Chief Officer, will meet to resolve the issue;

(b) The Health Board and the Local Authority will each prepare a written note of their position on the issue and provide it to the other Party and to the Chief Officer of the Integration Joint Board;

(c) in the event that the issue remains unresolved, the Chief Executive of the Health Board and the Local Authority, and the Chief Officer, will meet to resolve the issue;

(d) in the event that the issue remains unresolved, the Chair of the Health Board and nominated representatives of the Council will meet to resolve the issue;

(e) in the event that the issue remains unresolved, the Health Board and the Local Authority will proceed to mediation with a view to resolving the issue.

The process for appointing the mediator in (e) should be set out.

Where the issue remains unresolved after following the processes outlined in (a)-(e) above, the Parties agree the following process to notify Scottish Ministers that agreement cannot be reached: [].

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¹⁵ This relates to disputes between the Health Board and Local Authority in respect of the Integration Joint Board and not to internal disputes within the Integration Joint Board itself. The Parties must agree and set out a dispute resolution mechanism outlining the process which they will follow where they are unable to reach agreement on matters relating to the implementation of the integration scheme and the delivery of integrated health and social care services.

Annex 1

Part 1

Functions delegated by the Health Board to the Integration Joint Board

Part 2

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

Part 1

Functions delegated by the Local Authority to the Integration Joint Board

Part 2

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

Annex 3

Hosted Services

Where a Health Board spans more than one Integration Joint Board, one of them might manage a service on behalf of the other(s). This Annex sets out those arrangements which the Health Board and Local Authority wish to put in place. Such arrangements are subject to the approval of the Integration Joint Board but will not be subject to Ministerial approval.

This would include –

The hosting of services by one Integration Authority on behalf of others within the same Health Board areas

Additional duties or responsibilities of the Chief Officer