

DRAFT INTEGRATION SCHEME

SCOTTISH BORDERS COUNCIL & NHS BORDERS

DRAFT

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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 should 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 .

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 appropriate persons – TBC]. 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 planning and the consequential delivery of its functions. 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 – **PROGRAMME BOARD**

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 PROGRAMME BOARD to provide a narrative covering –

- **The vision the partnership is looking to achieve;**
- **The difference this will make to the individual service user and carer;**
- **The outcomes that this partnership arrangement will deliver, their relationship to the nationally agreed outcomes for health and wellbeing, and the joint strategic commissioning plan that describes them;**
- **Assurance that the delivery of services shall represent value for money and be delivered in line with Best Value;**
- **Agreement of how the third and independent sectors will be included to deliver the partnership aims and outcomes;**
- **The mechanism and timescales for reviewing and varying these aims and outcomes.**

3. PARTIES TO THE AGREEMENT

The parties:

Scottish Borders Council, established under the Local Government etc (Scotland) Act 1994 and having its principal offices at Newtown St Boswells, TD6 0SA (“Scottish Borders Council”);

And

Borders Health Board, established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as “NHS Borders”) and having its principal offices at Borders General Hospital, Melrose, TD6 9DB (“NHS Borders”) (together referred to as “the Parties”)

4. DEFINITIONS AND INTERPRETATION

To include –

- All terms and expression which require defining;
- Regulations, Scheme, Integration Joint Board, etc

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

5. LOCAL GOVERNANCE ARRANGEMENTS – GOVERNANCE & INTEGRATION

In accordance with section 1(2) of the Act, the Parties have chosen to put in place the body corporate model of integration, described in s1(4)(a) of the Act. Having regard to the requirements contained in the [*Regulations*], we require to supply the detail of the remit and constitution of the Integration Joint Board to include (*but not limited to*):

- 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 are ...*[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.]*
- The arrangements for committees of the Health Board and Local Authority to interact 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.]*

There is no role for Health Boards or Local Authorities to independently sanction or veto decisions of the Integration Joint Board.

6. DELEGATION OF FUNCTIONS - FINANCE

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

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.

1. **Cross reference to the scheme of delegation in both agencies;**
 - a. **Where the delegation to a body corporate model is used;**
 - b. **Lines of accountability as these apply to the CO;**
 - c. **The upward reporting structure for the CO**
 - d. **Arrangements for accountability as these apply to the CO and to those in the CO's reporting management line;**
 - e. **Arrangements made for management and joint accountability to be delegated downwards by the CO;**

7. **LOCAL OPERATIONAL ARRANGEMENTS – GOVERNANCE & INTEGRATION**

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

[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.]*
- *the local outcomes, targets and measures that the Integration Joint Board is to take account of in planning and monitoring delivery of integrated services.*

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.

To include –

2. **Description of operation of staff governance standards; - STAFF GROUP**
3. **Membership of the main governance committee;**
4. **Details of sub-committees created to support the main governance committee;**
5. **Details of professional involvement;**
6. **Details of risk management arrangements; - FINANCE**

7. Links to community planning; - **STRATEGIC PLANNING**
8. Business continuity and civil contingencies; - **STRATEGIC PLANNING**

8. CLINICAL AND CARE GOVERNANCE – **CARE & CLINICAL**

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.*
- *The arrangements for the provision of professional health care and social work advice to the Integration Joint Board, the strategic planning group and localities.*
- *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.]*

To include –

- Description of the arrangements for ensuring quality and continuous improvement including defining roles/responsibilities, response to adverse events and near misses;
- Professional lines of accountability and governance including regulatory and assurance systems;
- Links to quality standards;
- Links to roles and responsibilities for public protection including, protecting vulnerable adults;
- Public health responsibilities e.g. pandemic flu;
- Statutory responsibilities/GMC/NMC/HPS etc. and revalidation;
- Child protection arrangements (where relevant).

9. WORKFORCE – **WORKFORCE GROUP**

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

[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;*
- *line management of the Chief Officer.*

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 and 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]

To include -

- Description of joint working arrangements between staff;
- Reference to arrangements made for any other staff, including transitional arrangements; terms and conditions of any staff transfer or transfers which may apply; or any requirement for harmonisation of staff terms and conditions which may apply;
- Trade Union and Staff representation;
 - Relationships with respective staff-side representation and trade unions covering NHS and local authority interests;
 - The relationship to the Advisory Structures (Area Clinical Forum etc).
- Agreement for staff to raise public service interest issues.

10. FINANCE - FINANCE

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

(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.

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

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 performance 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

[Under development by The Integrated Resources Advisory Group (IRAG) [insert lin]

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

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. Should the recovery plan be unsuccessful, the Integration Joint Board may request that the payment by the Health Board and Local Authority be adjusted taking into account the revised assumptions. The default should be that the constituent authorities should make an additional payment in the ratio of the original payments to meet the overspend.

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)

11. REVENUE RESOURCE – FINANCE GROUP

To include –

- **Statement of respective revenue allocations/transfer to the integrated budget in year one described by service;**
- **Process for agreeing adjustments and uplifts to partner allocations in subsequent years;**
- **Timeline for agreeing allocations in future years;**
- **Process for managing in year variances in budget spend and efficiencies including savings planning approach;**
- **Process for financial governance including monitoring and reporting;**
- **Mechanism for calculating VAT for integrated budget;**
- **Process for agreeing activity based changes to the acute component of the integrated budget;**
- **Standing Financial Instructions and schemes of delegation.**

12. CAPITAL RESOURCE – FINANCE GROUP

Note: The content in this section will depend on the extent to which partners wish to integrate capital expenditure and to rationalise the asset base used to deliver the integrated services.

To include

- **List of accommodation that will be used by the Partnership**
- **List of major equipment that will be used by the Partnership**

- Statement clarifying ownership of fixed assets – including definition of an asset.
- Statement clarifying treatment of any proceeds of sale and the profit or loss on disposal of any fixed asset.
- Clarification that the revenue expenditure (depreciation, maintenance, utilities, support services, statutory compliance etc.) required to support and maintain the capital assets used to provide the integrated services is included/excluded in the integrated budget.
- Clarification of cross-charging of asset related revenues costs between partners and of any VAT issues associated with cross-charging of asset-related revenue costs between partners.
- Definition of capital expenditure for NHS and LA
- Statement clarifying whether capital investment resources are being integrated
- Process of obtaining capital expenditure approval either through respective capital processes or via an integrated capital budget.

13. PARTICIPATION AND ENGAGEMENT – LOCALITY & COMMISSIONING

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]*

14. PUBLICITY – PROGRAMME BOARD WITH SUPPORT FROM BOTH COMMUNICATIONS TEAMS

To include –

- Recognition of the joint responsibilities in communicating with the media; including arrangements to media out of hours;
- Timetable for formalising a partnership communication arrangement.

15. INFORMATION SHARING AND CONFIDENTIALITY IT & PERFORMANCE GROUP

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

To include –

- The governance arrangements in place to develop / implement / manage a data sharing protocol between partners that underpins the actions of the partnership;
- Processes through which the development of shared data for the partnership will be taken forward;
- Status of information held on Health and Social Care Information Systems.

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. The key is that it should be clearly set out and published.

16. COMPLAINTS - IT/PERFORMANCE GROUP

The Parties agree that there shall be one single point of contact for complaints by service users 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]*

To include –

- Details of complaint handling for the services provided by the partnership;
- Details of complaint handling for staff singularly and jointly employed within the partnership to include responses to SPSO;
- Process for sharing information to respond to FOI requests;
- Process for requests for information from Scottish Ministers and Council Elected Members;
- The process for gathering user/public feedback and how it has been used for improvement.

17. LIABILITY & INDEMNITY – GOVERNANCE/FINANCE

The Parties agree the following arrangements in respect of 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,

- *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

18. RISK MANAGEMENT – GOVERNANCE/FINANCE

The Parties 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.]

19. DISPUTE RESOLUTION MECHANISM – GOVERNANCE & INTEGRATION

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:

- 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;
- A representative of the Health Board and the Local Authority, and the Chief Officer, will meet to resolve the issue;
- 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;
- 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;
- 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.

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: [].

20. SERVICE PLANNING – LOCALITY & COMMISSIONING GROUP

To include –

- Details of how population needs will be assessed and how regularly;
- Links to other areas of NHS Board and Local Authority planning mechanisms;
- Reference to the joint strategic commissioning plan and locality arrangements with timescales for completion;
- Mechanisms for embedding non-statutory partners in the planning processes and locality arrangements;
- The process of reviewing commissioning arrangements;
- The link between commissioning practice and the integrated budget;
- Pan Partnership arrangements where these apply.
- Business continuity or Civil contingencies;
- The details included within section 14.

23. PERFORMANCE MANAGEMENT – IT/PERFORMANCE GROUP

To include –

- Links to National Performance Framework;
- Contribution to Single Outcome Agreement and HEAT;
- Details of the performance management / reporting arrangements to be put in place;
- Agreed joint response / escalation policy by partners should the partnership not deliver expected aims and outcomes;
- Process for sharing performance management information / issues that will primarily impact on one of the statutory partners business but have implications for integrated/delegated services.

24. CONSULTATION – GOVERNANCE

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:

Section 6(2)(a) of the Public Bodies (Joint Working) (Scotland) Act 2014 requires Local Authorities and Health Boards to prepare an Integration Scheme. Before submitting the Integration Scheme to Scottish Ministers for approval, the Local Authority and Health Boards must jointly consult with:-

Staff of the Local Authority likely to be affected by the Integration Scheme;
Staff of the Health Board likely to be affected by the Integration Scheme;
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;
Non-commercial providers of social housing; and
Third sector bodies carrying out activities related to health or social care.

The Local Authority and Health Board will allow the groups of persons described above to obtain access to the draft Integration Scheme in order for them to express their views.

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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

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Annex 2

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

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