

# **HEALTH AND SOCIAL CARE INTEGRATION SCHEME FOR FALKIRK**

as at 8 June 2015

for Falkirk Council on 24 June 2015

(with changes from version submitted to Scottish Ministers on  
31 March 2015 highlighted in yellow)

## 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.

*Two paragraphs deleted on advice of Scottish Government*

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. *Sentence deleted on advice of Scottish Government* 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. To reflect the requirement for transparency and accountability, the Health Board and the Local Authority expect that the Integration Joint Board will allow public access to meetings and reports at least to the same extent as permitted in Part IIIA of the Local Government (Scotland) Act 1973.

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 or long term conditions or who are frail are able to live, as far as reasonably practicable, independently and at home or in a homely setting in their community.
3. People who use health and social care services have positive experiences of those services, and have their dignity respected.
4. Health and social care services are centred on helping to maintain or improve the quality of life of people who use those services.
5. Health and social care services contribute to reducing health inequalities.
6. People who provide unpaid care are supported to look after their own health and wellbeing, including to reduce any negative impact of their caring role on their own health and wellbeing.
7. People using health and social care services are safe from harm.
8. People who work in health and social care services feel engaged with the work they do and are supported to continuously improve the information, support, care and treatment they provide.
9. Resources are used effectively and efficiently in the provision of health and social care services.

The Council and NHS Forth Valley's vision is “**to enable people in Falkirk to live full and positive lives within supportive communities.**”

The following outcomes describe what changes the Council and NHS Forth Valley want to see:

- **Self Management** - Individuals, their carers and families are enabled to manage their own health, care and well being.
- **Autonomy and Decision Making** – Where formal supports are required, people are enabled to exercise as much control and choice as possible over what is provided.
- **Safe** - Health and social care support systems help to keep people safe and live well for longer.
- **Experience** – People have a fair and positive experience of health and social care.
- **Community based Supports** – Informal supports are in place, accessible and enable people, where possible, to live well for longer at home or in homely settings within their community.

The following points describe how the Council and NHS Forth Valley will achieve the outcomes:

- Putting individuals, their carers and families at the centre of their own care by prioritising the provision of support which meets the personal outcomes they have identified as most important to them.
- Recognising the importance of encouraging independence by focusing on re-ablement, rehabilitation and recovery.
- Providing timely access to services, based on assessed need and best use of available resources.
- Providing joined up services to improve quality of lives.
- Reducing avoidable admissions to hospital by ensuring that priority is given to strengthening community based supports.

- Sharing information appropriately to ensure a safe transition between all services.
- Encouraging continuous improvement by supporting and developing our workforce.
- Identifying and addressing inequalities.
- Building on the strengths of our communities.
- Planning and delivering Health and Social Care in partnership with Community Planning Partners.
- Working in partnership with organisations across all sectors e.g. Third Sector and Independent Sector.
- Communicating in a way which is clear, accessible and understandable and ensures a two way conversation.

The Council and NHS Forth Valley are committed to working jointly and have entered into the following agreement to achieve the outcomes.

# Health and Social Care Integration Scheme for Falkirk

## The parties:

**Falkirk Council**, established under the Local Government etc (Scotland) Act 1994 and having its principal offices at Municipal Buildings, West Bridge Street, Falkirk, FK1 5RS ("**the Council**");

and

**Forth Valley Health Board**, established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as "NHS Forth Valley") and having its principal offices at Carseview House, Castle Business Centre, Stirling, FK9 4SW ("**NHS Forth Valley**") (together referred to as "**the Parties**")

## 1. Definitions and Interpretation

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

"**Chief Social Work Officer**" means the chief social work officer appointed from time to time by the Council pursuant to section 3 of the Social Work (Scotland) Act 1968;

"**Falkirk area**" means the Falkirk council area as defined in the Local Government etc. (Scotland) Act 1994;

"**Integration Functions**" means the functions delegated to the Integration Joint Board pursuant to section 3 of this Scheme and further described in Annexes 1 and 2;

"**Integration Joint Board**" means the Integration Joint Board to be established by Order under section 9 of the Act;

"**Integration Joint Board Order**" means the Public Bodies (Joint Working) (Proceedings, Membership and General Powers of Integration Joint Boards) (Scotland) Order 2014;

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

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

**“Scheme”** means this Integration Scheme;

**“Shadow Year”** means the year ending 31 March 2016; and

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

## **2. Local Governance Arrangements**

2.1 In accordance with section **2(3)** of the Act, the Parties agree that the integration model set out in sections 1(4)(a) of the Act will be put in place, namely the delegation of functions by the Parties to the Integration Joint Board.

2.2 Each Party will appoint 3 voting representatives to the Integration Joint Board (**“Voting Board Members”**). The Council will nominate 3 councillors as Voting Board Members. The Health Board will nominate 3 non-executive members, subject to regulation 3(5) of the Integration Joint Board Order.

2.3 The Chair and Vice-Chair of the Integration Joint Board will be appointed from the Voting Board Members by each of the Parties on a rotational basis, **with the first Chair being appointed by the Council and the Vice-Chair being appointed by NHS Forth Valley.**

2.4 The first Chair and Vice-Chair will be appointed until 30 April 2017, and thereafter appointments will be made for a period of 2 years.

2.5 The Integration Joint Board will include non-voting members as prescribed by Regulation 3 of the Integration Joint Board Order.



- 2.6 The Integration Joint Board will make standing orders for the regulation of its procedure and business pursuant to Regulation 18 of the Integration Joint Board Order.
- 2.7 The provisions of the Integration Joint Board Order shall apply to the membership, proceedings and operation of the Integration Joint Board.

### **3. Delegation of Functions**

- 3.1 The functions that are to be delegated by NHS Forth Valley 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 NHS Forth Valley and which are to be integrated, are set out in Part 2 of Annex 1.
- 3.2 Each function listed in column A of Part 1 of Annex 1 is delegated subject to the exceptions in column B and only to the extent that:
- (a) it is exercisable in relation to persons of at least 18 years of age (other than functions exercisable in relation to the health care services set out in paragraphs 11 – 15 of Section B of Part 2 of Annex 1 which are delegated in relation to persons of any age); and
  - (b) the function is exercisable in relation to care or treatment provided by health professionals for the purpose of health care services listed in Section A of Part 2 of Annex 1; or
  - (c) the function is exercisable in relation to the health care services listed in Section B of Part 2 of Annex 1.
- 3.3 The functions that are to be delegated by the Council 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 Council and which are to be integrated, are set out in Part 2 of Annex 2.

- 3.4 Each function listed in column A of Part 1 of Annex 2 is delegated subject to the exceptions in column B and only to the extent that it is exercisable in relation to persons of at least 18 years of age.

#### **4. Local Operational Delivery Arrangements**

- 4.1 The Integration Joint Board shall be responsible for carrying out the Integration Functions but shall do so by directing one or both Parties to carry out each Integration Function having had regard to the Strategic Plan. The Integration Joint Board shall be responsible for monitoring the Parties' delivery of services included in Integration Functions, as detailed in paragraphs 4.10 to 4.17.

#### **Corporate Services Support**

- 4.2 In the Shadow Year, the Parties will identify the corporate services currently utilised to carry out the Integration Functions and agree (a) how any or all of those will be provided to the Integration Joint Board to support it to discharge its duties under the Act, and (b) how the costs of those corporate services will be funded. The Parties will ensure that representatives from relevant corporate support services are involved in this process, including representatives from finance, legal/governance, information governance, equalities, performance management/data analysis, human resources, risk management, community engagement and strategic planning.
- 4.3 Prior to the establishment of the Integration Joint Board, the Parties will identify any corporate services required to allow the Integration Joint Board to discharge its functions and agree (a) how any or all of those will be provided to the Integration Joint Board, and (b) how the costs of those corporate services will be funded. The Parties will ensure that

representatives from relevant corporate support services are involved in this process, including representatives from finance, legal/governance, information governance, equalities, performance management/data analysis, human resources, risk management, community engagement and strategic planning.

- 4.4 The Parties will provide the corporate services agreed pursuant to paragraphs 4.2 and 4.3 to the Integration Joint Board, and the provision of such support will be reviewed annually by the Parties and Integration Joint Board to ensure that the necessary support is being provided.

#### **Support for Strategic Planning**

- 4.5 The Integration Joint Board will participate as a partner in the Community Planning Partnership in line with local arrangements.
- 4.6 The Parties will provide the Integration Joint Board with such information and support as may reasonably be required to assist it to comply with its obligation to prepare the Strategic Plan and in particular to allow the Integration Joint Board to have regard (as required by section 30(3) of the Act) to the effect which any arrangements which it is considering setting out in the Strategic Plan may have on services, facilities or resources which are used, or may be used, by the Clackmannanshire & Stirling Health and Social Care Integration Joint Board.
- 4.7 In particular, in relation to paragraph 4.6 above:
- (a) NHS Forth Valley will provide the necessary activity and financial data for services, facilities or resources that relate to the planned use of services provided by other Health Boards by people who live within the Falkirk area; and

(b) the Council will provide the necessary activity and financial data for services, facilities or resources that relate to the planned use of services within other local authority areas by people who live within the Falkirk area.

4.8 The Parties will share the necessary activity and financial data for services, facilities or resources that relate to the planned use by people who live within the Falkirk area.

4.9 The Parties will advise the Integration Joint Board as soon as practicable where they intend to change service provision of non-integrated services that will have a resultant impact on the Strategic Plan.

#### **Targets and Performance Measurement**

4.10 The Integration Joint Board:

(a) **will** be responsible for monitoring and reporting on the delivery of services included in the Integration Functions; and

(b) **will** provide such performance information as is required to the Council's Scrutiny Committee (or such other committee as may replace its scrutiny obligations from time to time) and the equivalent committee in NHS Forth Valley.

4.11 The Parties will provide corporate services support, particularly data analysis, to the Integration Joint Board to ensure the effective monitoring and reporting of targets and measures relating to the delivery of services by the Integration Joint Board.

4.12 The Parties will ensure that the following is prepared and made available to the Integration Joint Board:

- (a) a list of all targets, measures and arrangements which relate to the functions of NHS Forth Valley or the Council which are not Integration Functions but which are to be taken account of by the Integration Joint Board when it is preparing the Strategic Plan (**“Non-integration Functions Performance Target List”**); and
- (b) a list of all targets, measures and arrangements which relate to Integration Functions and for which responsibility is to transfer, in full or in part, to the Integration Joint Board, including a statement of the extent to which responsibility for each target, measure or arrangement is to transfer (**“Integration Functions Performance Target List”**).

4.13 The Non-Integration Functions Performance Target List will be prepared in two stages:

- (a) all existing targets, measures and arrangements will be identified and consolidated in one document which will set out the non-integrated services covered by each target, measure or arrangement, and the values of each under current service provision; and
- (b) those targets, measures and arrangements will be reviewed to ensure that (i) they continue to be appropriate given the transfer of Integration Functions to the Integration Joint Board and (ii) any gaps are identified and appropriate targets, measures or arrangements are put in place by the relevant Party.

4.14 The Integration Functions Performance Target List will be prepared in two stages:

- (c) all existing targets, measures and arrangements will be identified and consolidated in one document which will set out the integrated

services covered by each target, measure or arrangement, the values of each under current service provision and a statement of the extent to which responsibility for each target, measure or arrangement is to transfer and to whom.

- (d) Those targets, measures and arrangements will be reviewed to ensure that (i) they continue to be appropriate under the Integration Joint Board and (ii) any gaps are identified and appropriate targets, measures or arrangements recommended for the approval of the Integration Joint Board.

4.15 The Lists will be prepared by the time the Integration Joint Board assumes responsibility for the Integration Functions and will be reviewed periodically as agreed by the Parties and Integration Joint Board.

4.16 In preparing and reviewing the Lists, the Parties will take into account the guidance with respect to the Public Bodies (Joint Working) (National Health and Wellbeing Outcomes) (Scotland) Regulations 2014 and the associated core suite of indicators for integration.

4.17 Where responsibility for the targets spans integrated and non-integrated services, the Parties will work with the Integration Joint Board to deliver these.

## 5. Clinical and Care Governance

5.1 In this section, the following terms have the following meanings:

**“Clinical Governance”** means a framework through which NHS Forth Valley is accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish; and

**“Care Governance”** means a robust system for assuring high standards in the delivery of safe, personalised and effective health and social care services (together, **“Clinical and Care Governance”**).

**“NHS Medical Director”** means the individual appointed by NHS Forth Valley to provide the professional leadership for medical services and appointed by the Scottish Ministers as an Executive Board Member.

**“NHS Nursing Director”** means the individual appointed by NHS Forth Valley to provide professional leadership for nursing and midwifery services and appointed by the Scottish Ministers as an Executive Board Member.

### General Clinical and Care Governance Arrangements

5.2 The Parties and the Integration Joint Board are accountable for ensuring appropriate Clinical and Care Governance for their duties under the Act.

5.3 It will remain the responsibility of the Parties to assure the quality and safety of services commissioned from the third and independent sectors in line with the requirements set out in the Strategic Plan.

- 5.4 The Integration Joint Board will be responsible for ensuring that a framework for Clinical and Care Governance is in place for the services to be delivered in relation to the Integration Functions (“**the CCG Framework**”) with support from the Parties through relevant employees.
- 5.5 The Chief Social Work Officer, the NHS Medical Director and the NHS Nursing Director (together, “**the CCG Leads**”) will take the lead role in relation to Clinical and Care Governance. The NHS Medical and Nursing Directors will have arrangements in place for co-ordinating these functions across clinical groups; the Chief Social Work Officer will have arrangements in place for co-ordinating these functions across social care groups. Where the CCG Leads are not members of the Integration Joint Board, the Parties will ensure appropriate communication and liaison is in place between the CCG Leads and the three members of the Integration Joint Board appointed by NHS Forth Valley under Regulations 3(2) of the Integration Joint Board Order.
- 5.6 The Parties through the CCG Leads will develop the CCG Framework by the end of the Shadow Year for the approval of the Integration Joint Board. The CCG Framework will include the following:
- (a) details of each of the roles and responsibilities of each of the CCG Leads and how these will be delivered individually and collectively in relation to services which will be delivered in respect of the Integration Functions;
  - (b) details of how those roles and responsibilities will be fulfilled within the Integration Joint Board, the Council and NHS Forth Valley. In particular, it will contain statements about how the role of the Chief Social Work Officer should be reflected in Council management arrangements. Arrangements in relation to the role of NHS Medical Director and the NHS Nursing Director are already explicitly articulated in NHS Forth Valley arrangements and will remain intact;



- (c) an agreed approach to measuring, and reporting to the Integration Joint Board, the quality of service delivery, addressing organisational and individual care risks, promoting continuous improvement and ensuring that all professional and clinical standards, legislation and guidance are met;
- (d) arrangements for suitable service user and carer feedback/complaint handling processes;
- (e) arrangements to ensure that the Parties' staff working in integrated services have the appropriate skills and knowledge to provide the right standard of care;
- (f) arrangements to ensure that appropriate staff supervision and support policies are in place;
- (g) arrangements to ensure, and evidence, effective information sharing systems;
- (h) details of the role and relationship of the Integration Joint Board, the Chief Officer, and the CCG Leads to the Community Planning Partnership, particularly in relation to public protection (to include adult support and protection, child protection, MAPPA arrangements, the alcohol and drug partnership, and domestic violence); and
- (i) provision for the oversight and governance of mental health officers and practice and governance in relation to the Adults with Incapacity, Adult Support and Protection, and Mental Health Care and Treatment statutory framework. This will include clear delineation of responsibility/accountability around the roles and interdependencies of the Chief Officer and the Chief Social Work Officer.

## **Interaction with the Integration Joint Board, Strategic Planning Group and localities**

- 5.7 The CCG Leads will advise the Integration Joint Board on best practice in Clinical and Care Governance.
- 5.8 The CCG Leads will be consulted on any proposal relating to the Integration Functions which is to be made to the Integration Joint Board and any views expressed and/or advice offered, will be incorporated into any reports to the Integration Joint Board on any such proposal.
- 5.9 The CCG Leads will provide advice and guidance to the strategic planning group on Clinical and Care Governance and on the development of the Strategic Plan before it is formally consulted upon.
- 5.10 The CCG Leads may bring reports to the Integration Joint Board on matters relating to Clinical and Care Governance.
- 5.11 The CCG Leads will provide advice and guidance to any professional groups established with regard to localities and will ensure that those groups feed into, and are part of, the wider system of Clinical and Care Governance.
- 5.12 The CCG Leads will ensure that relevant service user and fora feed into, and are part of the wider system of, Clinical and Care Governance.
- 5.13 The CCG Leads will produce an annual report for the Integration Joint Board.
- 5.14 Where appropriate, in advising the Integration Joint Board, the CCG Leads will seek input from the relevant professional groups or

committees (for example, the Adult Support and Protection Committee).

### **Relationship between CCG arrangements for integrated and non-integrated health and social care services**

5.15 The Chief Social Work Officer reports annually to a meeting of the Council on the discharge of his/her duties as Chief Social Work Officer. This will continue and relate both to the Integration Functions and non-integrated functions/services. In addition to the annual report, the Chief Social Work Officer is entitled to advise the Council on all matters relating to social work functions.

5.16 Clinical Governance reports are considered by the NHS Forth Valley Clinical Governance Committee. This will continue and relate both to the Integration Functions and non-integrated functions/services. The Clinical Governance annual report will be made available to the Integration Joint Board.

## **6 Chief Officer**

6.1 The Integration Joint Board shall appoint a Chief Officer in accordance with section 10 of the Act.

6.2 The Chief Officer will be employed by one of the Parties and seconded to the Integration Joint Board, to which s/he will be accountable.

6.3 The Chief Officer shall not also hold the office of Chief Social Work Officer, NHS Medical Director or NHS Nursing Director.

6.4 The Chief Officer will be a member of the management structures, and report to the Chief Executives, of both Parties.

- 6.5 Where the Chief Officer does not have operational management responsibility for services included in Integration Functions, the Parties will ensure that appropriate communication and liaison is in place between the Chief Officer and the person/s with that operational management responsibility.
- 6.6 Where the Chief Officer is absent or otherwise unable to carry out their responsibilities for an extended period, at the request of the Integration Joint Board, the Parties will jointly propose an appropriate interim arrangement for approval by the Integration Joint Board Chair and Vice-Chair. If the Chief Officer's absence is expected to be more than 4 weeks, a formal secondment or recruitment process will be put in place by the Parties, unless the Parties' Chief Executives agree that such a step is not necessary in the circumstances.

## 7 Workforce

- 7.1 The Parties will jointly develop and put in place for their employees delivering integrated services (and where appropriate for any employees of the Integration Joint Board):
- (a) a joint workforce development and support plan (which will cover the learning and development of staff, their engagement and the development of a healthy organisational culture); and
  - (b) an organisational development strategy (together “**the Workforce Plans**”).
- 7.2 The Parties will commit all necessary resources to ensure the development and implementation of the Workforce Plans and will, where appropriate, consult with stakeholders.

7.3 The Workforce Plans will be developed **and put in place** in the Shadow Year alongside the Strategic Plan and will be reviewed periodically by the Parties and Integration Joint Board.

## 8 Finance

8.1. In this section, the following terms have the following meanings:

**"Integrated Budget"** means the budget for the delegated resources for the Integration Functions comprising:-

- I. the payment made to the Integration Joint Board by the Council for delegated adult social care services; and
- II. the payment made to the Integration Joint Board by NHS Forth Valley for primary and community healthcare services and for those delegated hospital services which will be managed by the Chief Officer.

**"Set aside Budget"** means the amount required to be set aside by NHS Forth Valley under section 14(3) of the Act for **use by** the Integration Joint Board **in respect of Large Hospital Services**.

**"Large Hospital Services"** means services that are provided in exercise of Integration Functions delegated by NHS Forth Valley to the Integration Joint Board which (a) are carried out in a hospital in the area of NHS Forth Valley and (b) are provided for the population of two or more local authorities (unless NHS Forth Valley deems that they do not require to be treated as such). Services provided in a community hospital do not ordinarily fall within this definition unless a material proportion of the care is provided for the population of two or more local authorities.

**"Payment"** means the contribution made by the Parties to the Integration Joint Board in respect of the Integration Functions or similarly the amount

directed by the Integration Joint Board to the Parties for the operational discharge of the directed functions. Payment does not mean an actual cash transaction but a representative allocation for the delivery of the Integration Functions in accordance with the Strategic Plan.

**8.1.2** References to the Integration Joint Board's Chief Officer and Chief Finance Officer in this section are references to those persons acting on behalf of the Integration Joint Board and are without prejudice to the Integration Joint Board adopting a scheme of delegation delegating such powers as it thinks appropriate to the Chief Officer and the Chief Finance Officer.

## **8.2 Payment in the first year [16/17] to the Integration Joint Board for Integration Functions**

**8.2.1** The method for determining the amount to be paid by the Parties to the Integration Joint Board in respect of each of the Integration Functions (other than those to which paragraph 8.2.2 below applies, i.e. the Integrated Budget) will be based on and take account of the following:

- I. The financial element in the emergent Strategic Plan.
- II. A transparent analysis of actuals v budget for financial years 2013/14 and 2014/15 (if available).
- III. A transparent ongoing analysis of projections v budget for financial year 2015/16.
- IV. The analysis as specified in III above may require appropriate budget re-profiling between services in scope and also between services in scope and those that are not.
- V. The requirement of the Parties to produce balanced budgets in 2016/17 with constrained resources and a recognition that each Party

is likely to use different budget assumptions e.g. on inflation and pay awards.

VI. Recognition that additional one-off funding may be provided to a Party or Parties by the Scottish Government, or some other body, for expenditure in respect of Integration Functions.

VII. Recognition that a degree of flexibility and pragmatism will be required in the first year, in particular, to implement change of this magnitude and complexity.

8.2.2 The process for determining the Set aside Budget will be based initially on activity and direct cost information for the preceding three year period. In due course, this will be benchmarked against NRAC (National Resource Allocation Committee) methodology for relevant elements.

8.2.3 The detailed methodologies for determining the amount to be paid by the Parties to the Integration Joint Board in respect of the Integrated Budget and the sum to be set aside and made available by NHS Forth Valley to the Integration Joint Board in respect of the Set aside Budget will take into account all relevant guidance on financial planning and will be formally agreed by the Parties by 31st July 2015.

8.2.4 Due diligence will require to be carried out by the Council's Chief Finance Officer, the accountable officer of NHS Forth Valley and the Integration Joint Board's Chief Finance Officer to assess the adequacy of the Payment made in respect of the Integrated Budget and the sum set aside in terms of the Set aside Budget.

8.2.5 In the first year, the Set aside Budget shall be tested against actual demand and delivery and adjusted if necessary.

8.2.6 The Parties shall determine and agree their respective Payment to the Integration Joint Board for the delivery of the Integration Functions in advance

of the start of each financial year and shall formally advise the Integration Joint Board by no later than 28 February each year, subject to Scottish Government confirmation of NHS funding for the forthcoming year.

### **8.3 Payment in subsequent years**

8.3.1 The method for determining the amount to be paid by the Parties to the Integration Joint Board in respect of each of the Integration Functions (other than those to which paragraph 8.2.2 above applies, ie the Integrated Budget) shall be based on and take account of the following:

- I. The indicative three year financial element in the Strategic Plan, subject to annual approval through the Parties' respective budget setting processes.
- II. The Integration Joint Board business case which shall be presented to the Parties for consideration against their other priorities and negotiation of their contributions.
- III. The business case should be evidence based with full transparency on its assumptions and take account of the factors listed at paragraph 4.2.8 (as adjusted) of the IRAG Professional Guidance.
- IV. Regard should continue to be directed to the implications of actual and projections relative to budget for recent financial years.
- V. Recognition that additional one-off funding may be provided to a Party or Parties by the Scottish Government, or some other body, for expenditure in respect of Integration Functions.
- VI. Recognition that a degree of flexibility and pragmatism will be required.

8.3.2 The method for determining the Set aside Budget shall be as described in paragraph 8.2.2 above.



8.3.3 If the Strategic Plan identifies a change in hospital utilisation, the resource implications for the **Set aside** Budget will be determined through a detailed business case to be approved by the Parties.

8.3.4 Due diligence will require to be carried out by the Council's Chief Finance Officer, the accountable officer of NHS Forth Valley and the Integration Joint Board's Chief Finance Officer to assess the adequacy of the Payment made in respect of the Integrated Budget and the sum set aside in terms of the **Set aside** Budget.

#### **8.4 In-year variances**

8.4.1 The Integration Joint Board will allocate resources it receives from the Parties in line with the Strategic Plan. In doing this it will be able to use its power to hold reserves, so that in some years it may plan for an under spend to build up reserve balances and in others to breakeven or to use a contribution from reserves in line with the reserve policy. This will be integral to the **financial element of the Strategic Plan**. The reserves held by the Integration Joint Board should be accounted for in the books of the Integration Joint Board.

8.4.2 The level of reserves required and their purpose will be agreed as part of the annual budget setting process and reflected in the Strategic Plan agreed by the Integration Joint Board. The Parties will be able to review the levels of reserves held by the Integration Joint Board as part of the annual budget setting process **and in the context of both the Strategic Plan and the Integration Joint Board's reserve policy**.

8.4.3 The Chief Officer will manage the **Integrated Budget** so as to deliver the agreed outcomes within the Strategic Plan.

8.4.4 The Chief Officer will be responsible for the management of in-year pressures and will be expected to take remedial action to mitigate any net variances and deliver the planned outturn as set out in paragraphs 8.5 and 8.6.

8.4.5 Where resources allocated to either of the Parties are ring-fenced, i.e. resources are not permitted to be transferred from these areas to cover other budgets, the same ring-fencing shall apply when resources are transferred to the Integration Joint Board.

8.4.6 A process will be agreed between the parties and the Integration Joint Board to manage any variations within the Set aside Budget, consistent with current Scottish Government IRAG professional guidance. This process will reflect any variations in the activity that was used to establish the Set aside Budget.

## **8.5 In-year overspend on the Integrated Budget**

8.5.1 Where there is a projected overspend against an element of the Integrated Budget, the Chief Officer, the Chief Finance Officer of the Integration Joint Board and the relevant finance officer and operational manager of the constituent Party must agree a recovery plan to balance the overspending budget.

8.5.2 If the recovery plan is unsuccessful, the Integration Joint Board may increase the payment to the affected Party, by either:

- I. utilising an under spend on another arm of the Integrated Budget to reduce the payment to that Party; and/or
- II. utilising the balance of the general fund, if available, of the Integration Joint Board in line with the reserve policy.

8.5.3 If the recovery plan is unsuccessful and there are insufficient general fund reserves to fund a year end overspend, then the Parties have the option to:

- I. make additional one-off payments to the Integration Joint Board, based on an agreed cost sharing model; or

- II. provide additional resources to the Integration Joint Board which are then recovered in future years, subject to scrutiny of the reasons for the overspend and assurance that there is a plan to address this; or
- III. access the reserves of the Integration Joint Board to help recover the overspend position.

8.5.4 The exception is for overspends that arise due to material differences between assumptions used in setting the payments to the Integration Joint Board and actual events (e.g. pay inflation). Unplanned overspends effectively represent underfunding by the Parties with respect to planned outcomes and the cost should be met by the relevant Party, subject to the financial capacity of the relevant Party.

## **8.6 In-year under spend on the Integrated Budget**

8.6.1 Under spends on either arm of the Integrated Budget should be returned from the relevant Party to the Integration Joint Board and carried forward through the **reserves**. This will require adjustments to the allocations from the Integration Joint Board to the relevant Party for the sum of the under spend.

8.6.2 The exception is for under spends that arise due to material differences between assumptions used in setting the payments to the Integration Joint Board and actual events (e.g. where the actual savings accruing from the substitution of a branded drug with a generic drug are greater than planned because the date of the drug coming off patent is earlier than assumed when setting the payments to the Integration Joint Board). Unplanned under spends effectively represent overfunding by the Parties with respect to planned outcomes and should either be returned to the relevant Party in-year through adjustments to their respective contributions to the Integration Joint Board.

8.6.3 What constitutes an exception will be decided by the Chief Officer and Chief Finance Officer of the Integration Joint Board in consultation with Chief

Executives and Chief Finance Officers of the Parties. However over time it may become more difficult to identify unplanned under spends as the resources lose their identity in the Integrated Budget.

## **8.7 Contribution to the management of in-year variances on Parties' non-integrated budgets**

8.7.1 In the event of a projected in-year overspend in respect of the Parties' non-integrated budgets, they should contain the overspend within their respective non-integrated resources.

8.7.2 In exceptional circumstances the Integration Joint Board may be required to contribute resources to offset the overspend, in which case the contributions to the Integration Joint Board will be amended. This will only be used in extreme cases with agreement from the Chief Officer and Chief Finance Officer of the Integration Joint Board and the Parties. The Chief Officer will determine the actions required to be taken to deliver the necessary savings or to fund the reduction in contributions, which actions require to be approved by the Integration Joint Board and all Parties.

8.7.3 The Integration Joint Board does not have responsibility for overspends in other Integration Authorities. This responsibility lies with the overspending Integration Authority.

8.7.4 In the event of a projected in-year under spend in respect of the Parties' non-integrated budgets, the Parties may agree to make additional contributions to the Integration Joint Board.

## **8.8 Virements**

8.8.1 The Chief Officer will be able to transfer resources between the arms of the Integrated Budget. This will require in-year balancing adjustments to the allocations from the Integration Joint Board to the Parties (i.e. a reduction in

the allocation to the Party with the under spend and a corresponding increase in the allocation to the Party with the overspend).

8.8.2 The Chief Officer will not be able to vire between the Integrated Budget and those budgets that are managed by the Chief Officer, but are outside of the scope of the Strategic Plan, unless agreed by the Parties.

8.8.3 The arrangements for the virement of budgets is specified in the scheme of delegation of the Parties and virement levels will be agreed in the Strategic Plan.

## **8.9 Risk sharing**

8.9.1 Financial risk shall be managed through the financial management process noted above and the use of reserves.

## **8.10 Financial Management and Financial Reporting Arrangements**

8.10.1 The importance of the Integration Joint Board receiving accurate and timeous financial information together with the necessary financial support is well recognised. It is also recognised that in reality the appointments of Chief Officer and Chief Finance Officer will influence the future arrangements for delivery of these financial support services.

8.10.2 Consequently, pending these appointments and confirmation of longer term arrangements, the Parties will retain responsibility for recording their respective in-scope services and agree consolidation protocols for preparation of:

- I. Annual Accounts
- II. Financial Statements
- III. Financial element of the Strategic Plan
- IV. **Quarterly** financial reports to the Integration Joint Board
- V. **Quarterly** budgetary control reports to the Chief Officer

8.10.3 The Integration Joint Board's Chief Finance Officer will use the information in the Parties' ledgers to prepare items I to V set out in paragraph 8.10.2. Year end balances and in-year transactions between the Integration Joint Board and Parties will be agreed in time for the Parties to prepare their accounts. The Integration Joint Board can request more reports if required and the Parties will comply with such requests as they consider reasonable.

8.10.4 The reports will set out the financial position and out-turn forecast against the budget and highlight any financial risks and areas where further action is required to manage budget pressures.

8.10.5 It is not expected that there will be a schedule of cash payments, but rather annual accounting entries for the agreed budgets. Under normal circumstances, variations will also be managed by accounting entries and exceptionally any proposal for different procedures would require agreement between the Parties and the Integration Joint Board.

## **8.11 Capital and Asset management**

8.11.1 The Chief Officer will consult with the Parties to make best use of existing asset resources.

8.11.2 The Integration Joint Board will have a duty to ensure best value in the use of the capital assets and ensure that they are used efficiently in implementing the Strategic Plan.

8.11.3 The Integration Joint Board will identify the asset requirements to support the Strategic Plan and to allow the Chief Officer to identify capital investment projects or business cases to submit to the Parties for consideration as part of their capital planning process. The existing procedures in the Parties should be used to consider capital bids and business cases.

8.11.4 The Integration Joint Board and the Parties will undertake due diligence to identify all non-current assets which will be used in the delivery of the Strategic Plan.

8.11.5 The Integration Joint Board will not receive any capital allocations, grants or have power to borrow for capital expenditure. The Parties will continue to own their property and assets.

8.11.6 Where the Chief Officer identifies as part of the Strategic Plan new capital investment, a business case should be developed for the Parties to consider. Options may include one or both of the Parties approving the project from its capital budget or where appropriate, using the hub initiative.

8.11.7 The Integrated Budget may include payments from the Parties to cover the revenue costs of assets (rents, repairs, cleaning etc). This should be agreed as part of the budget negotiations.

## 5 Participation and Engagement

5.1 The stakeholders who were consulted in the development of this Scheme, and the means by which consultation took place, are set out in Annex 3.

5.2 The Parties will support the Integration Joint Board to develop a participation and Engagement Strategy (“**the Participation and Engagement Strategy**”) in accordance with National Standards on the Principles of Community Participation and Engagement, the Council’s Principles of Community Involvement and the NHS Participation Standard.

5.3 The Parties will **work together and** commit all necessary resources to **support the Integration Joint Board in** the development of the Participation and Engagement Strategy. **In particular, the Parties**

agree to facilitate engagement with key stakeholders, including patients and service users, carers and the public within the Falkirk area, and to provide support through existing arrangements for corporate support and public consultation.

5.4 The Participation and Engagement Strategy will be developed in the Shadow Year alongside the Strategic Plan.

5.5 The Parties shall agree a set of shared principles in respect of engagement and participation for use by the Integration Joint Board pending development of its own strategy.

## **6 Information-Sharing and data handling**

6.1 The Parties are already party to the Forth Valley Accord on the Sharing of Personal Information (known as “**SASPI**”).

6.2 By the time the Strategic Plan is put in place, the Parties will review SASPI to ensure it is fit for purpose for adoption by the Integration Joint Board and, if so, recommend that the Integration Joint Board become party to it.

6.3 If the Parties do not consider SASPI is fit for purpose, they will propose new information sharing arrangements for adoption by the Integration Joint Board and the Parties.

6.4 Where personal information is to be shared by or with the Integration Joint Board in the carrying out of the Integration Functions and/or the delivery of integrated services, the Parties, and where relevant the Integration Joint Board, shall enter into an information sharing protocol pursuant to the procedure, and in line with the template documentation, established under SASPI (or any new arrangements set up pursuant to paragraph 10.3 above).



## 7 Complaints

7.1 In this section:

**“a Health Complaint”** means a complaint relating to a service provided to an adult included in Part 2 of Annex 1;

**“a Social Care Complaint”** means a complaint relating to a service provided to an adult included in Part 2 of Annex 2 (other than Housing Support Services);

**“a Housing Support Services Complaint”** means a complaint relating to a service provided to an adult which is an aspect of housing support services included in Part 2 of Annex 2, including aids and adaptation.

**“the Health Complaint Procedure”** means the complaints procedure operated from time to time by NHS Forth Valley;

**“the Social Care Complaint Procedure”** means the complaints procedure operated from time to time by the Council pursuant to section 5B of the Social Work (Scotland) Act 1968.

**“the Council’s Complaint Procedure”** means the complaints procedure operated from time to time by the Council.

7.2A complaint which is a Health Complaint will be dealt with by NHS Forth Valley pursuant to the Health Complaint Procedure.

7.3A complaint which is a Social Care Complaint will be dealt with by the Council pursuant to the Social Care Complaint Procedure.

7.4A complaint which is a Housing Support Services Complaint will be dealt with by the Council pursuant to the Council’s Complaint Procedure.

7.5 Where a complaint is predominantly a Health Complaint but includes a Social Care Complaint and/or a Housing Support Services complaint, it will be dealt with by NHS Forth Valley, with input as necessary from the Council, pursuant to the Health Complaint Procedure. The complainant will be advised of any appeal procedure which is available pursuant to the Social Care Complaint Procedure and/or the Council's Complaint Procedure in respect of those elements of the complaint.

7.6 Where a complaint is predominantly a Social Care Complaint and/or a Housing Support Services Complaint but includes a Health Complaint, it will be dealt with by the Council, with input as necessary from NHS Forth Valley, pursuant to the Social Care Complaint Procedure and/or the Council's Complaint Procedure (as the case may be). The complainant will be advised of any appeal procedure which is available pursuant to the Health Complaint Procedure in respect of that element of the complaint.

7.7 Where a complaint is equally a Health Complaint and a Social Care/Housing Support Services Complaint, the Parties will agree either that (a) each Party will respond separately or (b) the Parties will respond jointly via a response co-ordinated by the Chief Officer, depending on the complexity and interaction of the issues raised by the complaint.

7.8 The Parties will cooperate with each other to the fullest extent possible to ensure that complaints are dealt with fully and promptly in the best interests of the complainant, and in particular will ensure that any mis-directed complaint is re-directed to the other Party as soon as possible.

7.9 The Parties will co-operate to ensure that, notwithstanding the provisions of this section, a complaint in relation to Integration Functions is dealt with in an integrated way from the complainant's perspective.

## 8 Claims Handling, Liability & Indemnity

8.1 The Parties agree that they will manage and settle claims arising out of the provision of integrated services in accordance with legal principles of liability.

8.2 Any Party at fault will indemnify the Integration Joint Board in respect of any claims against it arising from the provision of integrated services.

## 9 Risk Management

9.1 The Parties will review the Parties' existing risk management strategies to agree commonalities and harmonise disparities, so as to develop a shared risk management strategy for the Parties and the Integration Joint Board for the significant risks that impact on integrated service provision ("**RM Strategy**"). Where practicable, the RM Strategy will take account of the RM Strategy of the Clackmannanshire & Stirling Integration Joint Board insofar as it relates to services which are to be delivered across the Forth Valley area.

9.2 The Parties will commit all necessary resources to support risk management by the Integration Joint Board.

9.3 The RM Strategy will be developed in the Shadow Year alongside the Strategic Plan, and with regard to any performance targets, improvement measures and reporting arrangements for which the Integration Joint Board is to be responsible pursuant to section 4 of this Scheme.

9.4 The Parties will support the Integration Joint Board to assess its risk and develop a risk register which will list the risks to be reported under the RM Strategy ("**Risk Register**"). The RM Strategy will make provision

for the format and content (other than the actual risks) of the Risk Register and the means by which it can be amended. The Risk Register will be developed in the Shadow Year alongside the Strategic Plan, and will take account of any performance targets, improvement measures and reporting arrangements for which the Integration Joint Board is to be responsible pursuant to section 4 of this Scheme.

9.5 The Chief Officer will be responsible for maintaining the Risk Register.

9.6 The RM Strategy will make provision for the timescale and frequency within which the list of risks in the Risk Register must be reported and to whom, including, where relevant, to the Parties.

9.7 The RM Strategy will include a risk monitoring framework (“**RM Framework**”). The RM Framework will be aligned with the broader governance arrangements for the Integration Joint Board, including the framework for monitoring performance and audit.

9.8 The Risk Register will set out any risks that should be reported on from the date of delegation of Integration Functions.

9.9 Any changes to the **RM Strategy** must be agreed amongst the Parties and the Integration Joint Board in writing.

9.10 The Parties will support the Integration Joint Board to:

- (a) establish risk monitoring and reporting as set out in the RM framework; and
- (b) maintain the risk information and share with the Parties within the timescales specified.

*Section amended on advice of Scottish Government to remove references to the IJB.*

- 10.1 Where either Party fails to agree with the other on any issue related to this Scheme, then the process set out in this section will be followed.
- 10.2 The Chief Executives of the Parties will meet to resolve the issue within 14 days of either Party giving written notice to the other of the issue.
- 10.3 If unresolved, the Parties will each prepare a written note of their position on the issue and exchange it with the other within 14 days of the meeting.
- 10.4 Each Party must respond to the other in writing within 14 days.
- 10.5 In the event that the issue remains unresolved, representatives of the Parties will proceed to mediation with a view to resolving the issue.
- 10.6 The mediator shall be selected within 14 days by agreement between the Parties, failing which, by the director of the Scottish Mediation Network after consultation with the Parties. The mediation shall commence no later than 42 days after the selection of the mediator.
- 10.7 If there is any issue about the conduct of the mediation upon which the Parties cannot agree, then the mediator selected in accordance with paragraph 14.6 shall, at the request of either Party, decide that issue after consultation with the Parties.
- 10.8 Unless they agree otherwise, the Parties shall share equally the fees, costs and expenses relating to the mediation and each Party shall pay its own expenses of preparation for, and participation and representation in, the mediation.
- 10.9 If the Parties are unable to resolve the issue within 28 days of the mediation commencing, and only if the mediator and the Parties agree,

the mediator may produce for the Parties a non-binding recommendation of terms of settlement.

10.10 Any settlement agreement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties.

10.11 The mediation will terminate when:

(a) either Party withdraws from the mediation;

(b) the Parties resolve the issue; or

(c) a written agreement is concluded.

10.12 Where the issue remains unresolved, the Parties agree to notify Scottish Ministers within 14 days of the unsuccessful mediation terminating that agreement cannot be reached and to seek a direction pursuant to section 52 of the Act.

10.13 The Parties agree to be bound by any direction of the Scottish Ministers in relation to the issue.

## Annex 1

### Part 1

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

##### Note

*In accordance with paragraphs 3.1 and 3.2 of the Scheme, each function listed in column A is delegated subject to the exceptions in column B and only to the extent that:*

- (a) it is exercisable in relation to persons of at least 18 years of age (other than functions exercisable in relation to the health care services set out in paragraphs 11 to 15 of Section B of Part 2 of Annex 1 which are delegated in relation to persons of any age); and*
- (b) the function is exercisable in relation to care or treatment provided by health professionals for the purpose of health care services listed in Section A of Part 2 of Annex 1; or*
- (c) the function is exercisable in relation to the health care services listed in Section B of Part 2 of Annex 1.*

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

section 39 (medical and dental inspection, supervision and treatment of pupils and young persons);

section 48 (provision of residential and practice accommodation);

section 5 (hospital accommodation on part payment);

section 57 (accommodation and services for private patients);

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

section 75A (remission and repayment of charges and payment of travelling expenses);

section 75B (reimbursement of the cost of services provided in another EEA state);

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

section 79 (purchase of land and moveable property);

section 82 (use and administration of certain endowments and other property held by Health Boards);

section 83 (power of Health Boards and local health councils to hold property on trust);

section 84A (power to raise money, etc., by appeals, collections etc.);

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

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

section 98 (charges in respect of non-residents);  
and

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

and functions conferred by—

The National Health Service (Charges to Overseas Visitors) (Scotland) Regulations 1989;

The Health Boards (Membership and Procedure) (Scotland) Regulations 2001/302;



The National Health Service (Clinical Negligence and Other Risks Indemnity Scheme) (Scotland) Regulations 2000/54;

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

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

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

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

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

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

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

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

#### **Section 7**

(Persons discharged from hospital)

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

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

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

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

Except functions conferred by—

section 22 (Approved medical practitioners);

section 34 (Inquiries under section 33: co-operation);

section 38 (Duties on hospital managers: examination notification etc.);

section 46 (Hospital managers' duties: notification);

section 124 (Transfer to other hospital);

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

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

section 260 (Provision of information to patients);

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

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

section 281 (Correspondence of certain persons detained in hospital);

and functions conferred by—

The Mental Health (Safety and Security) (Scotland) Regulations 2005;

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

The Mental Health (Use of Telephones) (Scotland) Regulations 2005; and

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

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

Section 23

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

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

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

Except functions conferred by—

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

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

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

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

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

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## **Annex 1**

### **Part 2**

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

##### **Section A**

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

##### **Section B**

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

- 20.** Continence services provided outwith a hospital.
- 21.** Kidney dialysis services provided outwith a hospital.
- 22.** Services provided by health professionals that aim to promote public health.

## Annex 2

### Part 1

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

##### **Note**

*In accordance with paragraphs 3.3 and 3.4 of the Scheme, each function listed in column A is delegated subject to the exceptions in column B and only to the extent that it is exercisable in relation to persons of at least 18 years of age.*

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
<b>National Assistance Act 1948</b>	
Section 48 (Duty of councils to provide temporary protection for property of persons admitted to hospitals etc.)	
<b>The Disabled Persons (Employment) Act 1958</b>	
Section 3 (Provision of sheltered employment by local authorities)	
<b>The Social Work (Scotland) Act 1968</b>	
Section 1 (Local authorities for the administration of the Act.)	So far as it is exercisable in relation to another integration function.
Section 4 (Provisions relating to performance of functions by local authorities.)	So far as it is exercisable in relation to another integration function.
Section 8 (Research.)	So far as it is exercisable in relation to another integration function.
Section 10 (Financial and other assistance to voluntary organisations etc. for social work.)	So far as it is exercisable in relation to another integration function.
Section 12 (General social welfare services of local authorities.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 12A (Duty of local authorities to assess needs.)	So far as it is exercisable in relation to another integration function.

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
Section 12AZA (Assessments under section 12A - assistance)	So far as it is exercisable in relation to another integration function.
Section 12AA (Assessment of ability to provide care.)	
Section 12AB (Duty of local authority to provide information to carer.)	
Section 13 (Power of local authorities to assist persons in need in disposal of produce of their work.)	
Section 13ZA (Provision of services to incapable adults.)	So far as it is exercisable in relation to another integration function.
Section 13A (Residential accommodation with nursing.)	
Section 13B (Provision of care or aftercare.)	
Section 14 (Home help and laundry facilities.)	
Section 28 (Burial or cremation of the dead.)	So far as it is exercisable in relation to persons cared for or assisted under another integration function.
Section 29 (Power of local authority to defray expenses of parent, etc., visiting persons or attending funerals.)	
Section 59 (Provision of residential and other establishments by local authorities and maximum period for repayment of sums borrowed for such provision.)	So far as it is exercisable in relation to another integration function.
<b>The Local Government and Planning (Scotland) Act 1982</b>	
Section 24(1) (The provision of gardening assistance for the disabled and the elderly.)	
<b>Disabled Persons (Services, Consultation and Representation) Act 1986</b>	
Section 2 (Rights of authorised representatives of disabled persons.)	

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
Section 3 (Assessment by local authorities of needs of disabled persons.)	
Section 7 (Persons discharged from hospital.)	In respect of the assessment of need for any services provided under functions contained in welfare enactments within the meaning of section 16 and which have been delegated.
Section 8 (Duty of local authority to take into account abilities of carer.)	In respect of the assessment of need for any services provided under functions contained in welfare enactments (within the meaning set out in section 16 of that Act) which are integration functions.

### **The Adults with Incapacity (Scotland) Act 2000**

Section 10 (Functions of local authorities.)	
Section 12 (Investigations.)	
Section 37 (Residents whose affairs may be managed.)	Only in relation to residents of establishments which are managed under integration functions.
Section 39 (Matters which may be managed.)	Only in relation to residents of establishments which are managed under integration functions.
Section 41 (Duties and functions of managers of authorised establishment.)	Only in relation to residents of establishments which are managed under integration functions
Section 42 (Authorisation of named manager to withdraw from resident's account.)	Only in relation to residents of establishments which are managed under integration functions
Section 43 (Statement of resident's affairs.)	Only in relation to residents of establishments which are managed under integration functions
Section 44 (Resident ceasing to be resident of authorised establishment.)	Only in relation to residents of establishments which are managed under integration functions
Section 45 (Appeal, revocation etc.)	Only in relation to residents of establishments which are managed under integration functions

### **The Housing (Scotland) Act 2001**

Section 92 (Assistance to a registered for housing purposes.)	Only in so far as it relates to an aid or adaptation.
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<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
<b>The Community Care and Health (Scotland) Act 2002</b>	
Section 5 (Local authority arrangements for of residential accommodation outwith Scotland.)	
Section 14 (Payments by local authorities towards expenditure by NHS bodies on prescribed functions.)	
<b>The Mental Health (Care and Treatment) (Scotland) Act 2003</b>	
Section 17 (Duties of Scottish Ministers, local authorities and others as respects Commission.)	
Section 25 (Care and support services etc.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 26 (Services designed to promote well-being and social development.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 27 (Assistance with travel.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 33 (Duty to inquire.)	
Section 34 (Inquiries under section 33: Co-operation.)	
Section 228 (Request for assessment of needs: duty on local authorities and Health Boards.)	
Section 259 (Advocacy.)	
<b>The Housing (Scotland) Act 2006</b>	
Section 71(1)(b) (Assistance for housing purposes.)	Only in so far as it relates to an aid or adaptation.
<b>The Adult Support and Protection (Scotland) Act 2007</b>	
Section 4 (Council's duty to make inquiries.)	
Section 5 (Co-operation.)	

<i>Column A</i> <i>Enactment conferring function</i>	<i>Column B</i> <i>Limitation</i>
Section 6 (Duty to consider importance of providing advocacy and other.)	
Section 11 (Assessment Orders.)	
Section 14 (Removal orders.)	
Section 18 (Protection of moved persons property.)	
Section 22 (Right to apply for a banning order.)	
Section 40 (Urgent cases.)	
Section 42 (Adult Protection Committees.)	
Section 43 (Membership.)	
<b>Social Care (Self-directed Support) (Scotland) Act 2013</b>	
Section 3 (Support for adult carers.)	Only in relation to assessments carried out under integration functions.
Section 5 (Choice of options: adults.)	
Section 6 (Choice of options under section 5: assistances.)	
Section 7 (Choice of options: adult carers.)	
Section 9 (Provision of information about self-directed support.)	
Section 11 (Local authority functions.)	
Section 12 (Eligibility for direct payment: review.)	
Section 13 (Further choice of options on material change of circumstances.)	Only in relation to a choice under section 5 or 7 of the Social Care (Self-directed Support) (Scotland) Act 2013 .

<i>Column A</i>	<i>Column B</i>
<i>Enactment conferring function</i>	<i>Limitation</i>
Section 16 (Misuse of direct payment: recovery.)	
Section 19 (Promotion of options for self-directed support.)	
<b>The Community Care and Health (Scotland) Act 2002</b>	
Section 4 The functions conferred by Regulation 2 of the Community Care (Additional Payments) (Scotland) Regulations 2002	

## **Annex 2**

### **Part 2**

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

- Social work services for adults and older people
- Services and support for adults with physical disabilities and learning disabilities
- Mental health services
- Drug and alcohol services
- Adult protection and domestic abuse
- Carers support services
- Community care assessment teams
- Support services
- Care home services
- Adult placement services
- Health improvement services
- Aspects of housing support, including aids and adaptations
- Day services
- Local area co-ordination
- Respite provision
- Occupational therapy services
- Re-ablement services, equipment and telecare

## Annex 3

### CONSULTATION DETAILS FOR DEVELOPMENT OF SCHEME

Type of consultee	Name of group/individual	Means of consultation
Health professionals	Area Medical Committee Area Clinical Forum Falkirk CHP Sub Committee	Meeting Employee newsletter Email via distribution lists Parties website
Users of health care	PPF forum and membership Falkirk CHP Sub committee	Meeting Email via distribution lists Parties website
Carers of users of health care	Central Carers Centre	Meeting Email via distribution lists Parties website
Commercial providers of health care	Independent sector group CCHF members	Meeting Email via distribution lists Parties website
Non-commercial providers of health care	CCHF members	Meeting Email via distribution lists Parties website
Social care professionals	Falkirk CHP Sub Committee	Meeting Employee newsletter Email via distribution lists Parties website
Users of social care	PPF forum and membership	Email via distribution lists Parties website
Carers of users of social care	Central Carers Centre PPF forum and membership	Meeting Email via distribution lists Parties website
Commercial providers of social care	Independent sector group CCHF members	Meeting Email via distribution lists Parties website
Non-commercial providers of social care	CCHF members	Email via distribution lists Parties website
Staff of NHS Forth Valley who are not health professionals		Employee newsletter Email via distribution lists Parties website
Staff of Falkirk Council who are not social care professionals		Employee newsletter Email via distribution lists Parties website
Non-commercial providers of social housing	CCHF members	Email via distribution lists Parties website
Third sector bodies carrying out	CCHF members	Meeting Email via distribution lists

activities related to health or  
social care

CPP members

Parties website

Other local authorities operating  
within the area of NHS Forth  
Valley

Stirling Council and  
Clackmannanshire Council

Email via distribution lists  
Parties website