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NHS
Greater Glasgow and Clyde

Health and Social Care Integration

Integration Scheme between East Dunbartonshire Council and NHS Greater Glasgow and Clyde

1 THE PARTIES:

East Dunbartonshire Council, established under the Local Government etc (Scotland) Act 1994 and having its principal offices at 12 Strathkelvin Place, Kirkintilloch ("the Council"); And

Greater Glasgow Health Board, established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as "NHS Greater Glasgow and Clyde") and having its principal offices at J B Russell House, 1055 Great Western Road, Glasgow, G12 0XH ("the Health Board")

(together referred to as "the Parties")

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions and Interpretation:

- "The Act" means the Public Bodies (Joint Working) (Scotland) Act 2014;
- "Acute Services" means the services of the Health Board delivered within the acute hospitals for which the Health Board has operational management responsibility, namely accident and emergency; general medicine; geriatric medicine; rehabilitation medicine; respiratory medicine; and palliative care. These are the services in scope for the delegated acute functions and associated Set Aside budget;
- "Chief Officer" means the Chief Officer of the Integration Joint Board
- "East Dunbartonshire Health and Social Care Integration Joint Board" (or "IJB") means the Integration Joint Board to be established by Order under section 9 of the Act;
- "Host" means the Integration Joint Board that manages services on behalf of the other Integration Joint Boards in the NHS Board area;
- "Hosted Services" means those services of the Parties more specifically detailed in Annex 3 which, subject to consideration by the Integration Joint Boards through the Strategic Plan process, the Parties agree will be managed and delivered on a pan Greater Glasgow and Clyde basis by a single Integration Joint Board.
- "Integrated Services" means services of the Parties for which the Chief Officer has operational management responsibility;

- "Outcomes" means the Health and Wellbeing Outcomes prescribed by the Scottish Ministers in Regulations under section 5(1) of the Act;
- "The Integration Scheme Regulations" or "Regulations" means the Public Bodies (Joint Working) (Integration Scheme) (Scotland) Regulations 2014;
- "Integration Joint Board Order" or "Order" means the Public Bodies (Joint Working) (Proceedings, Membership and General Powers of Integration Joint Boards) (Scotland) Order 2014;
- "Scheme" means this Integration Scheme;
- "Services" means those services provided in exercise of the functions of the Parties which are delegated to the Integration Joint Board as more specifically detailed in clause 6 hereof;
- "Set Aside" means the financial amounts to be made available for planning purposes by the Health Board to the Integration Joint Board in respect of Acute Services.
- "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.

3 PURPOSE AND PRINCIPLES

3.1 This scheme involves East Dunbartonshire Council and NHS Greater Glasgow and Clyde and sets out the agreements for the integration of certain health and social care services. An Integration Joint Board will be established for the purposes of these agreements.

3.2 The IJB will be established by Order for the area of East Dunbartonshire Council, covering a population of around 105,000 people. The main population centres included are Bearsden, Milngavie, Bishopbriggs, Kirkintilloch and Lenzie along with the rural villages including Milton of Campsie, Lennoxtown, Twechar, Torrance and Balmore.

4 INTEGRATION MODEL

4.1 In accordance with section 2(3) of the Act, the Parties have agreed that the integration model set out in sections 1(4)(a) of the Act will be put in place for the IJB, namely the delegation of functions by the Parties to a body corporate that is to be

established by Order under section 9 of the Act. This Scheme comes into effect on the date the Parliamentary Order to establish the IJB comes into force.

5 LOCAL GOVERNANCE ARRANGEMENTS

5.1 Voting Membership

5.1.1 The arrangements for appointing the voting membership of the IJB are that the Parties must nominate the same number of representatives to sit on the IJB. This will be a minimum of three nominees each, or such number as the Parties agree, or the Council can require that the number of nominees is to be a maximum of 10% of their full council membership.

5.1.2 Locally, the Parties will each nominate three voting members.

5.1.3 The Council will nominate councillors to sit on the IJB.

5.1.4 Where the Health Board is unable to fill all its places with non-executive Directors it can then nominate other appropriate people, who must be members of the Health Board to fill their spaces, but at least two must be non-executive members.

5.2 Period of Office

5.2.1 The period of office of voting members will be for a period not exceeding three years.

5.3 Termination of membership

5.3.1 A voting member appointed by the Parties ceases to be a voting member of the IJB if they cease to be either a Councillor or a non-executive Director of the Health Board or an Appropriate Person in terms of the Public Bodies (Joint Working) (Integration Joint Boards) (Scotland) Order 2014, SSI no. 285.

5.4 Appointment of Chair and Vice Chair

5.4.1 The Chairperson and Vice Chairperson will be drawn from the Health Board and the Council voting members of the IJB. If a Council member is to serve as Chairperson then the Vice Chairperson will be a member nominated by the Health Board and vice versa. The first Chairperson of the IJB will be a member appointed on the nomination of the Council.

5.4.2 The appointment to Chairperson and Vice Chairperson is time-limited to a period not exceeding three years and carried out on a rotational basis. The term of office of the first Chairperson and Vice Chairperson will be for the period to the local government elections in 2017, thereafter the term of office of the Chairperson and Vice Chairperson will be for a period of two years.

5.4.3 The IJB will include non-voting members including, as a minimum, those prescribed in the Public Bodies(Joint Working) (Integration Joint Boards) (Scotland) Order 2014.

6 DELEGATION OF FUNCTIONS

6.1 The functions that are to be delegated by the Health Board to the IJB are the functions prescribed under section 1(8) of the Act as set out in **Part 1 of Annex 1**. These functions are delegated only insofar as they relate to the Services listed in **Part 2 of Annex 1**.

6.2 The functions that are to be delegated by the Council to the IJB set out in **Part 1 of Annex 2**The Services to which these functions relate, which are currently provided or arranged by the Council and which are to be integrated, are set out in **Part 2 of Annex 2**.

7 LOCAL OPERATIONAL DELIVERY ARRANGEMENTS

7.1 Responsibilities of the IJB on Behalf of the Parties.

7.1.1 The local operational arrangements agreed by the Parties are:

7.1.2 Local operational delivery arrangements will reflect the integration delivery principles established under section 31 of the Act (and set out at section 3.3 of this Scheme) and will be in pursuance of the National Health and Wellbeing Outcomes.

7.1.3 The IJB is responsible for the planning of Integrated Services and achieves this through the Strategic Plan. In accordance with section 26 of the Act, the IJB will direct the Council and the Health Board to carry out each function delegated to the IJB. Payment will be made by the IJB to the Parties to enable the delivery of these functions in accordance with the Strategic Plan.

7.1.4 The Chief Officer will have day to day operational responsibility to monitor delivery of integrated services, other than acute services, with oversight from the IJB. In this way the IJB is able to have responsibility for oversight for operational delivery. These arrangements will operate within a framework established by the Parties for their respective functions, ensuring the Parties can continue to discharge their governance responsibilities.

7.1.5 The IJB will be responsible for the planning of Acute Services but the Health Board will be responsible for operational management of Acute Services. The Health Board will provide information on a regular basis to the Chief Officer and IJB on the operational delivery of, and the set-aside budget for, these Services.

7.1.6 The IJB will provide assurance that systems, procedures and resources are in place to monitor, manage and deliver the functions and Services delegated to it. This assurance will be based on regular performance reporting including the annual performance report which will be provided to the Parties, and through the strategic planning process.

7.1.7 Functions set out at Annexes 1 (Part 1) and 2 (Part 1) may by agreement be hosted by the IJB on behalf of another IJB , or one or both of the Parties, or vice versa, where permitted by statute. In this event, Service Level Agreements will set out those arrangements, describing the governance for operational and strategic accountability. In any such circumstances, an IJB will retain oversight for the delivery of such in-scope Services that may be hosted by another IJB to its population, engaging on any concerns with the host IJB and Chief Officer.

7.2 Corporate Support Services

7.2.1 The Parties have identified the corporate support services that they provide for the purposes of preparing the Strategic Plan and carrying out integration functions and identified the staff resource involved in providing these services.

7.2.2 There is agreement and a commitment to provide Corporate Support Services to the IJB. The arrangements for providing these services will be reviewed by March 2016 and appropriate models of service will be agreed. This process will involve senior representatives from the Parties and the Chief Officer. The models agreed will be subject to further review as the IJB develops in its first year of operation and to ongoing review as part of the planning processes for the IJB and the Parties.

7.2.3 The Parties agree that the current support will continue to be provided until the new models of Service have been developed.

7.2.4 The Parties will provide the IJB with the corporate support services it requires to fully discharge its duties under the Act.

7.3 Support for the Strategic Plan

7.3.1 The Health Board shall ensure that the overarching Strategic Plan for Acute Services shall incorporate relevant sections of the six Health Board area IJBs' Strategic Plans.

7.3.2 The Health Board will consult with the IJBs within its Health Board area, to ensure that any overarching Strategic Plan for Acute Services and any plan setting out the capacity and resource levels required for the Set Aside budget for such Acute Services is appropriately co-ordinated with the delivery of Services across the Health Board area. The Parties shall ensure that a group including the Chief Officers of the six Health Board area IJBs will meet regularly to discuss such issues.

7.3.3 The Health Board will share with the IJB necessary activity and financial data for Services, facilities and resources that relate to the planned use of Services by service users within the Health Board area for its service and for those provided by other Health Boards. Regional Services are explicitly excluded.

7.3.4 The Council will share with the IJB necessary activity and financial data for Services, facilities and resources that relate to the planned use of Services by service users within East Dunbartonshire for its Services and for those provided by other councils.

7.3.5 The Parties agree to use all reasonable endeavours to ensure that the other Health Board area IJBs and any other relevant Integration Authority will share the necessary activity and financial data for Services, facilities and resources that relate to the planned use by service users within the area of their Integration Authority.

7.3.6 The Parties shall ensure that their Officers acting jointly will consider the Strategic Plans of the other Health Board area IJBs to ensure that they do not prevent the Parties and the IJB from carrying out their functions appropriately and in accordance with the Integration Planning and Delivery Principles, and to ensure they contribute to achieving the National Health and Wellbeing Outcomes.

7.3.7 The Parties shall advise the IJB where they intend to change service provision of non-integrated services that will have a resultant impact on the Strategic Plan.

7.4 <u>Performance Targets, Improvement Measures and Reporting Arrangements</u>

7.4.1 The Parties will prepare a list of targets and measures that relate to the delegated functions and the extent to which responsibility will lie with the IJB and to be taken account of in its Strategic Plan.

7.4.2 The Parties will prepare a list of targets and measures that relate to non-delegated functions which are to be taken into account of by the IJB when it is preparing a Strategic Plan and the extent to which responsibility will lie with the IJB and to be taken account of in its Strategic Plan.

7.4.3 The Parties will work together to develop proposals on these targets, measures and arrangements referred to at 7.4.1 and 7.4.2, to put to the first meeting of the IJB for agreement based on the Parties' respective strategic plans and agreements.

7.4.4 The Parties will share the targets, measures and other arrangements that will be devolved to the IJB, and will take into account national guidance on the core indicators for integration.

7.4.5 The Parties will provide the IJB with performance and statistical support resources, access to relevant data sources and will share all information required on Services to permit analysis and reporting in line with the prescribed content as set out in

Regulations. Where the responsibility for the target is shared, a document will set out the accountability and responsibilities of each organisation.

7.4.6 The Parties will provide support to the IJB, including the effective monitoring of targets and measures.

8 CLINICAL AND CARE GOVERNANCE

8.1 The Parties and the IJB are accountable for ensuring appropriate clinical and care governance arrangements for Services provided in pursuance of integration functions in terms of the Act. The Parties and the IJB are accountable for ensuring appropriate clinical and care governance arrangements for their duties under the Act. The Parties will have regard to the principles of the Scottish Government's draft Clinical and Care Governance Framework including the focus on localities and service user and carer feedback.

8.2 The Parties will be responsible through commissioning and procurement arrangements for the quality and safety of Services procured from the Third and Independent Sectors and to ensure that such Services are delivered in accordance with the Strategic Plan.

8.3 As set out in clause 7.4, the quality of service delivery will be measured through performance targets, improvement measures and reporting arrangements designed to address organisational and individual care risks, promote continuous improvement and ensure that all professional and clinical standards, legislation and guidance are met. Performance monitoring arrangements will be included in commissioning or procurement from the Third and Independent Sectors.

8.4 The Parties will ensure that staff working in Integrated Services have the appropriate skills and knowledge to provide the appropriate standard of care. Managers will manage teams of Health Board staff, Council staff or a combination of both and will promote best practice, cohesive working and provide guidance and development to the team. This will include effective staff supervision and implementation of staff support policies.

8.5 Where groups of staff require professional leadership, this will be provided by the relevant Health Lead or Chief Social Work Officer as appropriate.

8.6 The joint Workforce and Organisational Development Strategy will identify training requirements that will be put in place to support improvements in Services and Outcomes.

8.7 The members of the IJB will actively promote an organisational culture that supports human rights and social justice; values partnership working through example; affirms the contribution of staff through the application of best practice, including learning and development; and is transparent and open to innovation, continuous learning and improvement.

8.8 In relation to Acute Services, the IJB will be responsible for planning of such Services but operational management of such Services will lie with the Health Board.

8.9 As detailed in clause 9 the Chief Officer will be an Officer of the IJB. The Chief Officer's role is to provide a single senior point of overall strategic and operational advice to the IJB and be a member of the senior management teams of the Parties. The Chief Officer will be responsible for the day-to-day operational management and planning of Integrated Services. The Chief Officer will also be responsible for the planning of Acute Services on behalf of the IJB and will exercise oversight for Acute Services through the receipt of reports from the Health Board.

8.10 The Chief Officer has delegated responsibilities, through the Parties' Chief Executives, for staff working in Integrated Services, as a senior officer of both of the Parties. The Chief Officer, relevant Health Leads and Chief Social Work Officer will work together to ensure appropriate professional standards and leadership. Where groups of staff require professional leadership, this will be provided by the relevant Health Lead or Chief Social Work Officer as appropriate.

8.11 The Parties will put in place structures and processes to support clinical and care governance, thus providing assurance on the quality of health and social care. A Clinical and Care Governance Group is to be established by the Parties which, when not chaired by the Chief Officer, will report to the Chief Officer and through the Chief Officer to the IJB. It will contain representatives from the Parties and others including:

- the Senior Management Team of the Partnership;
- the Clinical Director;
- the Lead Nurse;
- the Lead from the Allied Health Professions;
- Chief Social Work Officer.

8.12 The Parties note that the Clinical and Care Governance Group may wish to invite service users, carers, and appropriately qualified individuals from other sectors to join its membership as it determines, or as is required given the matter under

consideration. This may include Health Board professional committees, managed care networks and Adult and Child Protection Committees.

8.13 The role of the Clinical and Care Governance Group will be to consider matters relating to professional and clinical matters, patient and service user experience, patient and service user safety, performance standards and improvement, regulation and compliance, and employees set out within an overall Integrated Governance Framework. Where clinical and care governance issues relating to Services that are hosted by arrangements set out at clause 7.1.7, the Clinical and Care Governance Group will obtain relevant information from the host IJB.

8.14 The Clinical and Care Governance Group will provide advice to the strategic planning group, and locality groups within the Council area. The strategic planning and locality groups may seek relevant advice directly from the Clinical and Care Governance Group.

8.15 The IJB may seek advice on clinical and care governance directly from the Clinical and Care Governance Group. In addition, the IJB may directly take into consideration the professional views of the registered health professionals and the Chief Social Work Officer.

8.16 Annex 4 provides details of the governance structures relating to the IJB and the Parties. This includes details of how professional groups and Adult and Child Protection Committees are able to directly provide advice to the IJB and Clinical and Care Governance Group.

8.17 Further assurance is provided through:

(i) the responsibility of the Chief Social Work Officer to report directly to the Council, and the responsibility of the Health Leads to report directly to the Medical Director and Nurse Director who in return report to the Health Board on professional matters;

and

(ii) The Health Board arrangements to oversee healthcare governance and ensure that matters which have implications beyond the IJB in relation to health, will be shared across the health care system. The Health Board will also provide professional guidance, as required.

8.18 The Chief Officer will take into consideration any decisions of the Council or Health Board which arise from (i) or (ii) above.

8.19 The Health Board Clinical Governance Forum, the Medical Director and Nurse Director may raise issues directly with the IJB in writing and the IJB will respond in writing to any issues so raised.

8.20 As set out in Clause 14 the Parties have information sharing protocols in place.

9 CHIEF OFFICER

9.1 The Chief Officer of the IJB will be appointed by the IJB as soon as is practicable after the date the Parliamentary Order to establish the IJB comes into force.

9.2 Where the person to be appointed is an existing member of staff of the Council or the Health Board, the person will be seconded to the IJB by that constituent body.

9.3 Where the person is not an existing member of staff of the Council or the Health Board, then the person will be appointed as a member of staff of a constituent body and then seconded to the IJB.

9.4 In the event that paragraph 9.3 applies, the Chief Officer may choose which of the constituent bodies he or she wishes to be appointed to.

9.5 An honorary contract arrangement will be put in place to establish the Chief Officer as an employee of both the Council and the Health Board.

9.6 Before appointing a person as Chief Officer, the IJB will consult the constituent bodies as to the suitability of the appointment and must take into consideration the views expressed by the constituent bodies.

9.7 The Chief Officer role will be as follows, in accordance with (but not limited to) the Act and associated Regulations:

(i) to be accountable for the effective delivery and development of integrated Adult Health and Social Care Services provided in the exercise of functions delegated to the IJB delegated to the IJB and improved outcomes for the population of East Dunbartonshire;

(ii) to develop, deliver and annually review a Strategic Plan and associated policies for adult health and social care on behalf of the IJB and for the effective operational implementation of these strategies on behalf of the Council and Health Board, in line with the Strategic Plan;

(iii) to be responsible for a supporting Financial Plan that allocates budgets to meet the objectives as agreed by the IJB, ensuring that financial targets are achieved within the resources available;

(iv) to develop and set standards for the joint delivery of adult health and social care Services, ensuring a robust performance management framework is in place to measure service delivery and ensure continuous improvement;

(v) to ensure that all statutory clinical and non-clinical governance and professional standards are adhered to and that associated systems are in place;

(vi) to be responsible for preparing an annual Performance Report and to report strategic and operational performance to the IJB and on behalf of the constituent bodies, as required;

(vii) to be responsible for ensuring the IJB is highly effective at engaging with its stakeholders and the wider community;

(viii) to be responsible for ensuring an integrated management team is established and effective across the full scope of delegated functions and Services; and

(ix) to be responsible, as a member of both the Council's Corporate Management Team and Health Board's Senior Management Team, for contributing to the overall strategic objectives and priorities as set out in the SOA, the Council's Strategic Planning and Performance Framework and the Health Board's Local Delivery Plan.

9.8 The IJB secures delivery of the delegated functions by giving directions to the Health Board and Council for the delivery of Services. The Chief Officer oversees the process of giving written directions to the Health Board and Council for the delivery of Services.

9.9 The IJB will be responsible for the planning of Acute Services but the Health Board will be responsible for the operational management of Acute Services, as described at clause 7.1.5.

9.10 The Chief Officer will be jointly managed by the Chief Executives of the Health Board and Council.

9.11 The Health Board and the Council will provide a suitable interim Chief Officer where there is a need to provide one. In these circumstances, the IJB will have the opportunity to confirm that it is content for the proposed interim Chief Officer to

undertake the interim Chief Officer's role at the request of the IJB as per the regulations.

10 WORKFORCE

10.1 The development of integrated operational service structures and teams may involve the integration of line management arrangements below the level of the Chief Officer. In this event where an integrated team comprising both Health Board and Council employees is managed by a manager employed by the Council, the Chief Executive of the Health Board will direct his/her staff to follow instructions from the manager employed by the Council. Equally, where an integrated team comprising both Health Board and Council employees is managed by a manager employed by the Health Board, the Chief Executive of the Council will direct his/her staff to follow instructions from the manager employed by the Health Board.

10.2 The Council, Health Board and IJB will work together to establish a system of corporate accountability for the fair and effective management of all staff, to ensure that they are:

- Well informed;
- Appropriately trained and developed;
- Involved in decisions;
- Treated fairly and consistently with dignity and respect in an environment where diversity is valued; and
- Provided with a continually improving and safe working environment promoting the health and wellbeing of staff, patients/clients and the wider community.

10.3 This system will be established through formal structures to link with the Health Board's Staff Governance Committee and the Council's Partnership at Work arrangements. In addition any joint staff forum established by the IJB will establish formal structures to link with the Health Board's Area Partnership Forum.

10.4 The Chief Executives of the Council and the Health Board will undertake to work jointly together and in conjunction with the Chief Officer of the IJB and employee stakeholders, to develop and maintain a joint Workforce and Organisational Development Strategy in relation to teams delivering integrated Services. This Strategy will incorporate reference to the engagement of employees, workforce planning and development, organisational development and learning and development of staff. This joint Workforce and Organisational Development Strategy

will be prepared by 1 April 2016 for approval by the IJB, with annual reports thereafter.

11 FINANCE

11.1 This section sets out the arrangements in relation to the determination of the amounts to be paid, or set aside, and their variation, to the IJB from the Parties.

11.2 The Chief Finance Officer (CFO) will be the Accountable Officer for financial management, governance and administration of the IJB. This includes accountability to the IJB for the planning, development and delivery of the IJB's financial strategy and responsibility for the provision of strategic financial advice and support to the IJB and Chief Officer.

11.3 Delegated baseline budgets for 2015/16 will be subject to due diligence and based on a review of recent past performance, existing and future financial forecasts for the Parties for the functions which are to be delegated.

11.4 The Chief Finance Officer will develop a draft proposal for the Integrated Budget based on the Strategic Plan and present it to the Parties for consideration as part of their respective annual budget setting process. The draft proposal will incorporate assumptions on the following:

(i) Activity changes

(ii) Cost inflation

(iii) Efficiencies

(iv) Performance against outcomes

(v) Legal requirements

(vi) Transfer to or from the amounts set aside by the Health Board

(vii) Adjustments to address equity of resource allocation

11.5 This will allow the Parties to determine the final approved budget for the IJB.

11.6 Either Party may increase its in-year payment to the IJB.

11.7 The process for determining amounts to be made available (within the 'set aside' budget) by the Health Board to the IJB in respect of all of the functions delegated by the Health Board which are carried out in a hospital in the area of the Health Board and provided for the areas of two or more Local Authorities will be determined by the

hospital capacity that is expected to be used by the population of the IJB as part of an overall planning framework and will be based on:

- Actual Occupied Bed Days and admissions in recent years;
- Planned changes in activity and case mix due to the effect of interventions in the Strategic Plan;
- Projected activity and case mix changes due to changes in population need (i.e. demography & morbidity).

11.8 The projected hospital capacity targets will be calculated as a cost value using a costing methodology to be agreed between the Parties and the IJB. If the Strategic Plan sets out a change in hospital capacity, the resource consequences will be determined through a detailed business care which is incorporated within the IJB's budget. This may include:

- The planned changes in activity and case mix due to interventions in the Strategic Plan and the projected activity and case mix changes due to changes in population need;
- Analysis of the impact on the affected hospital budgets, taking into account cost behaviour (i.e. fixed, semi fixed and variable costs) and timing differences (i.e. the lag between reduction in capacity and the release of resources).

11.9 The IJB will direct the resources it receives from the Parties in line with the Strategic Plan, and in so doing will seek to ensure that the planned activity can reasonably be met from the available resources viewed as a whole, and achieve a year-end break-even position.

11.10 The Chief Officer will deliver the outcomes within the total delegated resources and where there is a forecast overspend against an element of the operational budget, the Chief Officer, the Chief Finance Officer of the IJB and the appropriate finance officers of the Parties must agree a recovery plan to balance the overspending budget, which recovery plan shall be subject to the approval of the IJB. In the event that the recovery plan does not succeed, the first resort should be to the IJB reserves, where available, in line with the IJB's Reserves policy. The Parties may consider as a last resort making additional funds available, on a basis to be agreed taking into account the nature and circumstances of the overspend, with repayment in future years on the basis of the revised recovery plan agreed by the Parties and IJB. If the revised plan cannot be agreed by the Parties, or is not approved by the

IJB, mediation will require to take place in line with the dispute resolution arrangements set out in this Scheme.

11.11 Where an underspend in an element of the operational budget, with the exception of ring fenced budgets, arises from specific management action, this will be retained by the IJB to either fund additional capacity in-year in line with its Strategic Plan or be carried forward to fund capacity in subsequent years of the Strategic Plan subject to the terms of the IJB's Reserves policy. Any windfall underspend will be returned to the Parties in the same proportion as individual Parties contributed to investment in that area of spend.

11.12 Neither the Local Authority nor Health Board may reduce the payment in-year to the IJB to meet exceptional unplanned costs within either the Local Authority or Health Board without the express consent of the IJB and the other Party.

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

11.14 The transactions relating to operational delivery will continue to be reflected in the financial ledgers of the Parties with the information from both sources being consolidated for the purposes of reporting financial performance to the IJB.

11.15 The Chief Officer and Chief Finance Officer of the IJB will be responsible for the preparation of the annual accounts and financial statement in line with proper accounting practice, and financial elements of the Strategic Plan and such other reports that the IJB may require. The year-end balances and in-year transactions between the IJB and the Parties will be agreed in line with the NHS Board accounts timetable. The Chief Finance Officer will provide reports to the Chief Officer on the financial resources used for operational delivery and strategic planning.

11.16 Monthly financial monitoring reports will be issued to the Chief Officer by the Parties in line with timescales agreed by the Parties. Financial Reports will include subjective and objective analysis of budgets and actual/projected outturn, and such other financial monitoring reports as the IJB might require.

11.17 In advance of each financial year a timetable of reporting will be submitted to the IJB for approval, with a minimum of four financial reports being submitted to the IJB. This will include reporting on the Acute activity and estimated cost against Set Aside budgets.

11.18 The schedule of payments to be made in settlement of the payment due to the IJB will be:

- Resource Transfer, virement between Parties and the net difference between payments made to the IJB and resources delegated by the IJB will be transferred between agencies initially in line with existing arrangements, with a final adjustment on closure of the Annual Accounts. Future arrangements may be changed by local agreement.

11.19 In the event that the IJB becomes formally established part-way through the 2015-16 financial year, the payment to the IJB for delegated functions will be that portion of the budget covering the period from the delegation of functions to the IJB to 31 March 2016.

11.20 Capital and assets and the associated running costs will continue to sit with the Local Authority and Health Board. The IJB will require to develop a business case for any planned investment or change in use of assets for consideration by the Parties.

12 INTEGRATION SCHEME CONSULTATION

12.1 The list of people consulted on this Integration Scheme complies with the regulations.

(i) The list of people were:

- Health professionals and staff of the Health Board who operate within the boundaries of the East Dunbartonshire area;
- Social care professionals and staff who operate within the boundaries of the East Dunbartonshire area;
- Users of health or social care Services and their carers who reside within the boundaries of the East Dunbartonshire area;
- Commercial and non-commercial providers of social or health care who operate within the boundaries of the East Dunbartonshire area;
- Local authorities or integration authorities who operate within the geographic boundaries of the Health Board;
- Non-commercial providers of social housing who operate within the boundaries of the East Dunbartonshire area; and
- Third sector bodies carrying out activities related to health or social care within the boundaries of the East Dunbartonshire area.
- Members of the general public.

(ii) The methods and participation tools used to engage and consult people and communities were:

- Discussion and approval of the consultative draft by the shadow IJB;
- 42 day consultation period jointly agreed by the Parties;
- Direct correspondence with stakeholder representative groups, bodies and individuals set out at 12.1(i), providing access to the draft Integration Scheme and inviting comment;
- High profile visibility on Council and Health Board websites, providing links to the draft Integration Scheme and background information and inviting public comment;
- Press release issued by the Council, promoting the consultative exercise on behalf of the Parties;
- Active pan-Health Board area consideration of all IJB draft Integration Schemes in its area, to evaluate impact; and
- Account taken of all comments, with amendments made to final Integration Scheme for approval by the Parties.

13 PARTICIPATION AND ENGAGEMENT

13.1 The Parties undertake to work together to support the IJB in the production of its participation and engagement strategy. The Parties agree to provide communication and public engagement support to the IJB to facilitate engagement with key stakeholders, including patients and service users, carers and Third Sector representatives and Councils within the area of the Health Board.

13.2 The Parties will also provide support through existing corporate support arrangements and public consultation arrangements. The participation and engagement strategy will be produced by 31 March 2016. In the meantime, each of the Parties agrees to use its existing systems for participation and engagement, and to ensure that these accord at all times with the principles and practices endorsed by the Scottish Health Council and those set out in the National Standards for Community Engagement.

14 INFORMATION SHARING AND CONFIDENTIALITY

14.1 With respect to the Services and arrangements set out in this scheme, the Parties agree to continue to be bound by the Greater Glasgow and Clyde Protocol for Sharing Information between East Dunbartonshire Council, East Renfrewshire Council, Glasgow City Council, Inverclyde Council, Renfrewshire Council, West

Dunbartonshire Council and NHS Greater Glasgow and Clyde, dated May 2013, which may be updated from time to time in line with statute, policy and best practice. This protocol contains the procedures that will be used to share information with respect to the Services.

14.2 A joint group will be established involving IJB areas on a pan-Health Board basis as required, to review the protocol referred to at 14.1, which will provide opportunity for each IJB to comment on any proposed amendments to the protocol.

15 COMPLAINTS

15.1 The Parties agree the following arrangements in respect of complaints:

(i) The Chief Officer will have overall responsibility for ensuring that an effective and efficient complaints system operates within the IJB. Complaints will continue to be made either to the Council or the Health Board reflecting distinct statutory requirements: the Patients' Rights (Scotland) Act 2011 makes provision for complaints about health services; and the Social Work (Scotland) Act 1968 makes provision for complaints about social work services;

(ii) In the event that complaints are raised at the service front-line, they will be dealt with by frontline staff. If they are unresolved they will be passed to a relevant senior manager and then the Chief Officer;

(iii) If the complaint is communicated to the complaints team/department of the Parties and relates to integration functions, the Parties will forward this immediately to the offices of the Chief Officer who will acknowledge the complaint within 3 working days of their receipt of the complaint, to the complainant, copied to the forwarding Party. Complaints may also be made in writing direct to the Chief Officer;

(iv) The Chief Officer will follow the relevant complaints procedure of the Party appropriate to the nature of the complaint and the associated functions, which will set out processes and timescales;

(v) Details of the complaints procedures will be provided on line, in promotional service information and on request;

(vi) The Chief Officer will review complaints handling procedures within 12 months of the integration commencement date in order to maximise the potential for integrated processes and with respect to statute, policy or best practice and may be subsequently amended within the terms of this Integration Scheme; and

(vii) Complaints management, including the identification of learning from complaints will be subject to periodic review by the IJB.

16 CLAIMS HANDLING, LIABILITY & INDEMNITY

16.1 The liability of either or both Parties and/or the IJB in respect of any claim that may be made by a third party in respect of any matter connected with the carrying out of integration functions shall be determined in accordance with principles of common law and/or any applicable legislation.

16.2 Where a claim by a third party is received by either of the Parties or the IJB in respect of any matter connected with the carrying out of integration functions (the body receiving such a claim being referred to as the "**Claim Recipient**"), the Claim Recipient, shall, as soon as reasonably practicable, notify any other body or bodies (being either or both Parties and/or the IJB) which the Claim Recipient considers (acting reasonably) could be held to be liable (whether wholly or partly) in relation to the claim were it to be upheld by the court; and the Claim Recipient shall (subject to clause 1.3):

- provide that other body or bodies with all such information in relation to the claim as is available to the Claim Recipient;
- allow that other body or bodies (and/or its or their insurers) to conduct the defence of the claim, subject to that other body or bodies indemnifying the Claim Recipient in relation to any loss or liability (including legal expenses on a solicitor-client basis, and any award of expenses) which the Claim Recipient might thereby incur; and
- avoid taking any step which could prejudice the defence of the claim without the prior written consent of that other body or bodies.

16.3 Where a Claim Recipient considers (acting reasonably) that it itself could be held to be liable along with another Party and/or the IJB in relation to the relevant claim were it to be upheld by the court, the Claim Recipient and the other body or bodies (and/or their respective insurers) shall co-operate with each other in respect of the defence of the claim.

16.4 Any claims arising from activities carried out under the direction of the IJB shall be progressed quickly and in a manner which is equitable to the Parties.

16.5 Each Party will assume responsibility for progressing claims which relate to any building which is owned or occupied by them.

16.6 Each Party will assume responsibility for progressing claims which relate to any act or omission on the part of one of their employees.

16.7 If a third party claim is settled by either Party and it thereafter transpires that liability (in whole or in part) should have rested with the other party, then the Party settling the claim may seek an indemnity from the other Party, subject to normal common law and statutory rules relating to liability

16.8 If a claim has a "cross-boundary" element whereby it relates to another integration authority area, the Chief Officers of the integration authorities concerned shall liaise with each other to reach agreement as to how the claim should be progresses and determined

16.9 The IJB will develop a procedure with other relevant integration authorities for any claims relating to Hosted Services.

16.10 Claims which relate to an event that pre-dated the establishment of the IJB will be dealt with by the Parties through the procedures used by them prior to integration.

16.11 Where it is not clear which party should assume responsibility, the Chief Officer (or his/her representative) may liaise with the Chief Executives of the Parties (or their representatives) to determine which party should assume responsibility for progressing the claim.

16.12 The Council insures its liabilities and therefore any requirements of insurers will need to be taken into account when determining responsibility for claims.

16.13 These provisions are subject to any requirements, obligations or conditions of any insurance purchased by either party

17 RISK MANAGEMENT

17.1 The Parties and the IJB will jointly develop a shared Risk Management Strategy that will identify, assess and prioritise significant risks related to the delivery of Services under integrated functions and in particular any which are likely to affect the IJB's delivery of the Strategic Plan. In order to prepare this strategy the Parties and IJB will jointly:

(i) identify the risk sources, providing a basis for systematically examining changing situations over time and focusing on circumstances that impact upon the ability to meet objectives;

(ii) identify and agree parameters for evaluating, categorising and prioritising risk and thresholds to trigger management activities;

(iii) Demonstrate processes to identify and document risk in a Risk Register;

(iv) Demonstrate the process for monitoring corporate and operational risks including clear lines of accountability and responsibility, reporting lines , governance and frequency;

(v) Develop a process for recording, management and learning from adverse events;

(vi) Develop and agree risk appetite and tolerance linked to corporate objectives; and

(vii) Ensure that risk management services will be part of the corporate support services provided to the IJB by the Parties.

17.2 The Parties will consider and agree which risks should be taken from their own risk registers and placed on the shared risk register.

17.3 The Chief Officer will lead the shared Risk Management Strategy with support from the risk management functions of the Parties. The Parties and the IJB will annually approve the shared Risk Register with in-year and exception reporting. This reporting will allow amendment to risks. Any strategic risk will be communicated to the Parties by the Chief Officer. The Integrated Joint Board will also pay due regard to relevant corporate risks of the Parties.

17.4 The Chief Executives of the Council and the Health Board will undertake to work jointly together and in conjunction with the Chief Officer of the IJB to develop and maintain a shared risk management strategy by 1 April 2016, that sets out –

(i) The key risks with the transition to and establishment of the Health and Social Care governance and accountability arrangements, including the IJB;

(ii) The key risks with the process of integration of delegated functions and Services;

(iii) The key risks associated with the Strategic Planning and operation delivery of the full range of health and social care Services delegated to the IJB;

(iv) Any risks that should be reported on from the integration date;

(v) A standard format and agreed timescale for sharing and consideration by the Parties and the IJB;

(vi) an agreed risk management plan for all identified risks and associated reporting timescales;

(vii) a process for the Parties and the IJB to consider these risks as a matter of course and notification of any relevant changes to one another; and

(viii) the method for jointly agreeing changes to the above requirements between the IJB and the Parties.

17.5 This shared risk management strategy will identify, assess and prioritise risks related to the delivery of Services under integration functions. It will identify and describe processes for mitigating those risks. The strategy will include an agreed reporting standard that will enable other significant risks identified by the Parties and the IJB to be shared across the organisations.

17.6 In the period between the commencement of integration and the approval of a shared risk management strategy, the Parties will operate an interim arrangement based upon the legacy risk registers of the Parties, relevant to integrated functions which will be combined to provide interim continuity of risk management arrangements.

18 DISPUTE RESOLUTION MECHANISM

18.1 Where either of the Parties fails to agree with the other on any issue related to this Scheme, they will follow the process as set out below:

(i) The Chief Executives of the Health Board and the Council (or nominated representatives), will meet to resolve the issue;

(ii) If unresolved, the Parties in dispute will each prepare a written note of their position on the issue and exchange it with the other;

(iii) In the event that the issue remains unresolved, representatives of the Parties in dispute will proceed to mediation with a view to resolving the issue. In such circumstances:

- The Parties in dispute will refer the dispute to an independent mediator as agreed by the Parties;
- The Parties in dispute will participate in the mediation process in good faith;
- The cost of the mediation service will be met jointly by the Parties in dispute.

18.2 Where the issue remains unresolved after following the processes outlined in (i)-(iii) above, the Parties in dispute agree to notify Scottish Ministers that agreement cannot

be reached and to request a determination on the dispute. In this event, the Health Board and the Council each agree to be bound by the determination of this dispute resolution mechanism.

ANNEX 1 (PART 1)

Functions that are to be delegated by the Health Board to the Integration Joint Board insofar as they relate to persons aged 18+

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

Column A	*Column B*
The National Health Service (Scotland) Act 1978	

All functions of Health Boards conferred by, or by virtue of, the National Health Service (Scotland) Act 1978	Except functions conferred by or by virtue of—
	section 2(7) (Health Boards);
	section 2CA(**a**) (functions of Health Boards outside Scotland);
	section 9 (local consultative committees);
	section 17A (NHS contracts);
	section 17C (personal medical or dental services);
	section 17I(**b**) (use of accommodation);
	section 17J (Health Boards' power to enter into general medical services contracts);
	section 28A (remuneration for Part II services);
	section 38(**c**) (care of mothers and young children);
	section 38A(**d**) (breastfeeding);
	section 39(**e**) (medical and dental inspection, supervision and treatment of pupils and young persons);
	section 48 (residential and practice accommodation);
	section 64 (permission for use of facilities in private practice);
	section 75A(**a**) (remission and repayment of charges and payment of travelling expenses);
	section 75B(**b**) (reimbursement of the cost of services provided in another EEA state);
	section 75BA(**c**) (reimbursement of the cost of services provided in another EEA state where expenditure is incurred on or after 25th October 2013);
	section 79 (purchase of land and moveable property);
	section 82(**d**) use and administration of certain endowments and other property held by Health Boards);
	section 83(**e**) (power of Health Boards and local health councils to hold property on trust);
	section 84A(**f**) (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(**g**) (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 (**h**); The Health Boards (Membership and Procedure) (Scotland) Regulations 2001/302; The National Health Service (Clinical Negligence and Other Risks Indemnity Scheme) (Scotland) Regulations 2000; The National Health Service (Primary Medical Services Performers Lists) (Scotland) Regulations 2004; The National Health Service (Primary Medical Services Section 17C Agreements) (Scotland) Regulations 2004; The National Health Service (Discipline Committees) (Scotland) Regulations 2006; The National Health Service (General Ophthalmic Services) (Scotland) Regulations 2006; The National Health Service (Pharmaceutical Services) (Scotland) Regulations 2009; The National Health Service (General Dental Services) (Scotland) Regulations 2010; and The National Health Service (Free Prescription and Charges for Drugs and Appliances) (Scotland) Regulations 2011(**a**).
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)(**b**); section 38 (duties on hospital managers: examination, notification etc.)(**c**);

	section 46 (hospital managers' duties: notification)(**a**);
	section 124 (transfer to other hospital);
	section 228 (request for assessment of needs: duty on local authorities and Health Boards);
	section 230 (appointment of patient's responsible medical officer);
	section 260 (provision of information to patient);
	section 264 (detention in conditions of excessive security: state hospitals);
	section 267 (orders under sections 264 to 266: recall);
	section 281(**b**) (correspondence of certain persons detained in hospital);
	and functions conferred by—
	The Mental Health (Safety and Security) (Scotland) Regulations 2005(**c**);
	The Mental Health (Cross border transfer: patients subject to detention requirement or otherwise in hospital) (Scotland) Regulations 2005(**d**);
	The Mental Health (Use of Telephones) (Scotland) Regulations 2005(**e**); and
	The Mental Health (England and Wales Cross-border transfer: patients subject to requirements other than detention) (Scotland) Regulations 2008(**f**).
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(**a**).

ANNEX 1 (PART 2)

Services Relevant to Functions to be Delegated by the Health Board to the Integration Joint Board insofar as they relate to persons aged 18+

Adult Community Services [District Nursing (including palliative care services provided outwith a hospital) and Community Rehabilitation Services]
Community Addiction Services
Learning Disability Services
Adult Mental Health Services
Elderly Mental Health Services
Planning & Health Improvement Services
Payments to voluntary organisations
Resource Transfer Funded Services
Older People Change Funded / Integration Care Funded Services
Local Public Dental Service (via hosted Oral Health Directorate)
General Ophthalmics
Community Pharmacy
Family Health Services – General Medical Services (GPs)
Family Health Services – Prescribing Services
Family Health Services – General Ophthalmics
Family Health Services – Community Pharmacy
Family Health Services – General Dental Services
Prescribing Support
Community Adolescent Mental Health Services (CAMHS) (for 18+ only)
Mental Health Crisis Service
Glasgow Addiction Service
Physiotherapy
Speech and Language
Podiatry
Dietetics
Continence Services
Older People's Community Mental Health Services (for Bearsden & Milngavie)
Adult Community Mental Health Team (for Bearsden & Milngavie
Adult and Older People's mental health inpatient services
Alcohol and Drugs inpatient services
Externally commissioned specialist Palliative Care Nursing
Unplanned inpatient care
Outpatient accident and emergency services
Medical care for older people
Clinical psychology services
Public Health Dental Services
Continence Services
Dialysis Services

ANNEX 2 (PART 1)

Functions that are to be delegated by the Local Authority to the Integration Joint Board insofar as they relate to persons aged 18+

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

Column A *Enactment conferring function*	*Column B* *Limitation*
National Assistance Act 1948(a)	
Section 48 (duty of councils to provide temporary protection for property of persons admitted to hospitals etc.)	
The Disabled Persons (Employment) Act 1958(b)	
Section 3 (provision of sheltered employment by local authorities)	
The Social Work (Scotland) Act 1968(c)	
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.
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.
The Local Government and Planning (Scotland) Act 1982(a)	
Section 24(1) (The provision of gardening assistance for the disabled and the elderly)	
Disabled Persons (Services, Consultation and Representation) Act 1986(b)	
Section 2 (rights of authorised representatives of disabled persons)	
Section 3 (assessment by local authorities of needs of disabled persons)	
Section 7 (persons discharged from hospital)	In respect of the assessment of need for any services provided under functions contained in welfare enactments within the meaning of section 16 and which are integration functions.
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(c)

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(a)

Section 92 (assistance for housing purposes)	Only in so far as it relates to an aid or adaptation.

The Community Care and Health (Scotland) Act 2002(b)

Section 5 (local authority arrangements for residential accommodation outwith Scotland)	
Section 14 (payments by local authorities towards expenditure by NHS bodies on prescribed functions)	

The Mental Health (Care and Treatment) (Scotland) Act 2003(c)

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)	
The Housing (Scotland) Act 2006(a)	
Section 71(1)(b) (assistance for housing purposes)	Only in so far as it relates to an aid or adaptation.
The Adult Support and Protection (Scotland) Act 2007(b)	
Section 4 (council's duty to make inquiries)	
Section 5 (co-operation)	
Section 6 (duty to consider importance of providing advocacy and other services)	
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)	
Social Care (Self-directed Support) (Scotland) Act 2013(a)	
Section 3 (support for adult carers)	Only in relation to assessments carried out under integration functions.
Section 5 (choice of options: adults)	
Section 6 (choice of options under section 5: assistances)	
Section 7 (choice of options: adult carers)	
Section 9 (provision of information about self-directed support)	
Section 11 (local authority functions)	
Section 12 (eligibility for direct payment: review)	
Section 13 (further choice of options on material change of circumstances)	Only in relation to a choice under section 5 or 7 of the Social Care (Self-directed Support) (Scotland) Act 2013.
Section 16 (misuse of direct payment: recovery)	
Section 19 (promotion of options for self-directed support)	

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

Column A *Enactment conferring function*	*Column B* *Limitation*
The Community Care and Health (Scotland) Act 2002	
Section 4(**a**) The functions conferred by Regulation 2 of the Community Care (Additional Payments) (Scotland) Regulations 2002(**b**)	

ANNEX 2 (PART 2)

Services Relevant to Functions to be Delegated by the Local Authority to the Integration Joint Board insofar as they relate to persons aged 18+

1. In-Scope Locally Delivered or Commissioned Services

Older People Assessment & Care Management Services
Learning Disability Assessment & Care Management Services
Physical Disability Assessment & Care Management Services
Sensory Impairment Assessment & Care Management Services
Rehabilitation and Occupational Therapy Services
Mental Health Assessment & Care Management Services
Addiction Services
Adult Intake Services
Homecare Services (in-house and purchased)
Residential and Care Home Services (in-house and purchased)
Day care and day opportunity services
Supported accommodation and supported living
Self-Directed Support Services
Local Area Coordination
Carer and Respite Services
Telecare Services
Planning and Commissioning Services
Housing Support - Aids and Adaptation Services
Greenspace - Care of Gardening Scheme
Payments to voluntary organisations

ANNEX 3

Hosted Services

The Parties will recommend to the Greater Glasgow and Clyde Integration Joint Boards that the Services listed in Table 1 below are managed by one Integration Joint Board on behalf of the other Integration Joint Boards.

Where an Integration Joint Board is also the Lead Partnership in relation to a Service in Table 1 the Parties will recommend that:

(i) It is responsible for the operational oversight of such Service(s);

(ii) Through its Chief Officer will be responsible for the operational management on behalf of all the Integration Joint Boards;

and

(iii) Such Lead Partnership carries out the planning and delivery of these hosted services as agreed with each IJB in line with their Strategic Plans, with responsibility for the operational budget for these hosted services.

Service Area	**Host IJB**
• Continence services outwith hospital	Glasgow
• Enhanced healthcare to Nursing Homes	Glasgow
• Musculoskeletal Physiotherapy	West Dunbartonshire
• Oral Health – public dental service and primary dental care contractual support	East Dunbartonshire
• Podiatry services	Renfrewshire
• Primary care contractual support (medical and optical)	Renfrewshire
• Sexual Health Services (Sandyford)	Glasgow
• Specialist drug and alcohol services and system-wide planning & co-ordination	Glasgow
• Specialist learning disability services and learning disability system-wide planning & co-ordination	East Renfrewshire
Specialist mental health services and mental health system-wide planning & co-ordination	Glasgow
• custody and prison healthcare	Glasgow

Out of hours services require to be delegated. IJBs will be asked to agree that the Renfrewshire IJB will act as host for strategic planning of these services with delivery on behalf of all IJBs by the Acute Division.

ANNEX 4

Clinical and Care Governance Structure