
Report To:	Health and Social Care Committee	Date:	23 February 2017
Report By:	Head of Legal and Property Services	Report No:	VP/LP/018/17
Contact Officer:	Vicky Pollock	Contact No:	01475 712180
Subject:	Inverclyde Integration Joint Board Corporate Support Arrangements – Service Level Agreement		

1.0 PURPOSE

- 1.1 The purpose of this report is to provide an update on general corporate support arrangements within the Health and Social Care Partnership (HSCP) and to seek approval for a service level agreement between Inverclyde Council and the Inverclyde Integration Joint Board (IJB) in relation to the additional corporate support arrangements required to support the IJB.

2.0 SUMMARY

- 2.1 This report provides an update on general corporate support arrangements within the Health and Social Care Partnership. More specifically, it presents for approval by the Health and Social Care Committee a proposed Service Level Agreement between Inverclyde Council and the IJB which formally sets out the additional support requirements, including internal audit, which have been identified since the IJB was established.
- 2.2 The Service Level Agreement addresses an action point in the Annual Audit Report regarding clarification over Inverclyde Council's role and relationship with the IJB.
- 2.3 The Service Level Agreement will also be presented to the IJB for approval.

3.0 RECOMMENDATIONS

- 3.1 It is recommended that the Health and Social Care Committee:-
- (1) notes the content of this report; and
 - (2) approves the proposed Service Level Agreement attached at Appendix 1 relating to the provision by Inverclyde Council of additional corporate support arrangements to the Inverclyde Integration Joint Board.

Gerard Malone
Head of Legal and Property Services

4.0 BACKGROUND

- 4.1 Sections 4.16 and 4.17 of Inverclyde's Integration Scheme set out that both Inverclyde Council and Greater Glasgow and Clyde NHS Board are committed to supporting the IJB through the provision of corporate support services required to support the development of the Strategic Plan and the delivery of the integration functions. It was agreed that the existing CHCP support arrangements and resources would continue to be used as a model for the corporate support arrangements of the fully integrated HSCP. The basic principle is that, where the NHS Board and the Council provide operational services as required in terms of the directions provided to them by the IJB, the parties will continue to provide the existing level of such services.
- 4.2 Section 4.18 of the Integration Scheme states that the arrangements for providing corporate support arrangements would be subject to ongoing review in the first year following the delegation of functions to the IJB.

5.0 ADDITIONAL CORPORATE SUPPORT ARRANGEMENTS

- 5.1 Given the establishment of the IJB as a separate legal entity, it has been recognised that the IJB has a range of additional requirements from Inverclyde Council in order to support its operation, particularly in connection with governance matters.
- 5.2 These additional needs have included both one off establishment arrangements and ongoing IJB requirements. The one off establishment arrangements included matters which needed to be considered and put in place before 1 April 2016 such as:
- establishment of the IJB and arrangements
 - establishment of governance arrangements for the IJB, including Standing Orders etc.
- 5.3 The ongoing requirements are those areas which are not "business as usual" to the Council (i.e. they are not services it delivers in the normal course of business as part of the HSCP and as directed by the IJB) but are additional services which it is delivering directly to the IJB as a separate legal entity. These include IJB committee services and governance, internal audit, information governance and legal advice.
- 5.4 It should be noted that on 20 June 2016, the IJB agreed that the internal audit service for the IJB be provided by Inverclyde Council internal audit and that the Council's Chief Auditor be appointed as Chief Internal Auditor for the Integration Joint Board. The IJB also directed the Chief Officer to develop and implement a Service Level Agreement with Inverclyde Council's Chief Internal Auditor in relation to the internal audit arrangement for the IJB.
- 5.5 In order to provide clarity over the level of additional support being provided by Inverclyde Council to the IJB, the Service Level Agreement at Appendix 1 sets out the additional support arrangements as referred to above.
- 5.6 The development of the Service Level Agreement also addresses a specific action point in the Annual Audit Report to Members. The agreed action being that, in order to agree resource input and costs, Inverclyde Council should have a formal Service Level Agreement in place with the IJB for any services or support it is to provide.

6.0 PROPOSALS

- 6.1 It is proposed that the Health and Social Care Committee agrees the Service Level Agreement as set out in Appendix 1.

7.0 IMPLICATIONS

Finance

- 7.1 The provision of the services detailed in the Service Level Agreement will be at no cost to the IJB. There are therefore no financial implications arising from this report.

Financial Implications:

One Off Costs

Cost Centre	Budget Heading	Budget Years	Proposed Spend this Report	Virement From	Other Comments
N/A	N/A	N/A	N/A	N/A	N/A

Annually Recurring Costs/ (Savings)

Cost Centre	Budget Heading	With Effect from	Annual Net Impact	Virement From (If Applicable)	Other Comments
N/A	N/A	N/A	N/A	N/A	N/A

Legal

7.2 There are no legal issues within this report.

Human Resources

7.3 There are no human resource issues within this report.

Equalities

7.4 There are no equality issues within this report.

7.4.1 Has an Equality Impact Assessment been carried out?

X

YES (see attached appendix)

NO – This report does not introduce a new policy, function or strategy or recommend a change to an existing policy, function or strategy. Therefore, no Equality Impact Assessment is required.

Repopulation

7.5 There are no repopulation issues within this report.

8.0 CONSULTATIONS

8.1 The Corporate Director (Chief Officer) and the Chief Financial Officer of the Inverclyde Health & Social Care Partnership and the Chief Financial Officer of Inverclyde Council have been consulted in the preparation of this report.

9.0 BACKGROUND PAPERS

9.1 N/A

SERVICE LEVEL AGREEMENT

between

THE INVERCLYDE COUNCIL, a local authority constituted and incorporated under the Local Government etc (Scotland) Act 1994 and having its principal offices at Municipal Buildings, Greenock PA15 1LX ("the Council")

and

INVERCLYDE INTEGRATION JOINT BOARD, constituted pursuant to Section 9(2) of the Public Bodies (Joint Working) (Scotland) Act 2014 and having its principal offices at Hector McNeil House, 7-8 Clyde Square, Greenock, PA15 1NB ("the IJB")

WHEREAS:-

- (a) The IJB and the Council have agreed that the Council will provide certain corporate support services to the IJB that will support the IJB in the delivery of its functions.
- (b) The IJB and the Council wish the terms and conditions relating to the provision of those corporate support services to be set down in writing.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following terms shall have the following meanings, except where the context otherwise requires:

"Agreement" means this agreement including the schedule;

"Chief Officer" means the Chief Officer of the IJB as referred to in Section 10 of the Public Bodies (Joint Working) (Scotland) Act 2014;

"Effective Date" means 1 April 2016;

"Parties" means the Council and the IJB; "Party" will be construed accordingly;

"Period" means a period of twelve months;

“Review Group” means the group to be set up in accordance with Clause 5 of the Agreement;

“Schedule” means the Schedule of 2 parts annexed as relative hereto;

“SLA Manager” means the individual who oversees and/or provides the Service;

“Services” means the Services specified in Part 1 of the Schedule;

“Service Standards” means the standards of service specified in Part 1 of the Schedule;

“Term” means the period set out at Clause 2.1 of this Agreement;

1.2 Headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 In this Agreement:-

1.3.1 words importing the singular shall include the plural and vice versa, words importing a gender shall include every gender and references to persons shall include firms and bodies corporate; and

1.3.2 reference to a Recital, Clause or Sub-clause is to a recital, clause or sub-clause of this Agreement and reference to a Part is to part of the Schedule;

2 Term

2.1 This Agreement will be deemed (notwithstanding the dates of execution of this Agreement) to have commenced on the Effective Date and subject to Clause 3.1 shall continue in force for the Period.

3 Renewal and Termination

3.1 This Agreement shall automatically renew at the end of the Term and each succeeding Period unless either Party gives written notice of its intention not to

renew, such notice to be served no later than three months prior to expiration of the current term.

4. Provision of Services

- 4.1 The Council shall provide the Services from the Effective Date at no cost to the IJB.
- 4.2 The Services shall be provided by the Council with all reasonable skill, care and diligence and reasonable endeavours will be used to ensure that, where applicable, the Services are provided in accordance with the Service Standards.
- 4.3 The IJB will assist and support the Council's provision of the Services by promptly providing all such information and documentation as the Council may reasonably require from time to time to facilitate the performance of the Services and shall co-operate fully with the Council in relation to the performance of the Services.

5. MONITORING AND REVIEW

- 5.1 The Parties will establish a Review Group which shall meet as often as may reasonably be necessary in order to effectively operate the Agreement but in any event not less than once a year to ensure that the Agreement continues to reflect the business requirements of the IJB.
- 5.2 The members of the Review Group will be the persons or the post holders set out in Part 2 of the Schedule or such other person or post holder as the relevant Party may nominate from time to time.
- 5.3 The Review Group shall review and update the Service Standards, raise issues, manage and seek solutions to issues and seek improvements in performance.
- 5.4 The Agreement shall not be varied or amended unless such variation or amendment is recorded in a written document, duly signed by a duly authorised representative of the IJB on behalf of the IJB and by a duly authorised representative of the Council on behalf of the Council.

6. Dispute Resolution

- 6.1 If any dispute arises in relation to the Agreement, the Parties shall in the first instance attempt to resolve the dispute through common sense discussions involving the Chief Officer and the SLA Manager overseeing or providing the service which is the subject of the dispute.
- 6.2 In the event that the Parties are unable to settle the dispute in accordance with Clause 6.1, any outstanding issues will be considered in discussions involving the Chief Officer and the Chief Executive of the Council.
- 6.3 In the event that Parties are unable to resolve the dispute in accordance with Clause 6.2, the Parties will attempt to settle it by appointing an independent mediator and the matter will proceed to mediation with a view to resolving the matter.

7. Notices

- 7.1 All notices required to be given or served under this Agreement shall be in writing and shall be deemed to be served on the relevant Party:
- 7.1.1 at the time of delivery, if delivered by hand; or
 - 7.1.2 three working days after posting, if sent by first class pre-paid post.
- 7.2 The address for service for the Parties shall be the relevant address set out in this Agreement or such other service address as the relevant Party shall by notice inform the other Party.

8. Law and Jurisdiction

8.1 The Agreement is governed by and shall be construed in accordance with Scots Law and the Parties hereto submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF this Agreement, consisting of this and ## preceding pages

together with the Schedule in 2 parts annexed hereto, is executed as follows:-

Subscribed for and on behalf of Inverclyde Council

by

Full Name (Please Print)

at

on

before

Witness
Full Name (Please Print)

Address

Subscribed for and on behalf of Inverclyde
Integration Joint Board

by

Full Name (Please Print)

at

on

before

Witness
Full Name (Please Print)

Address

**THIS IS THE SCHEDULE IN 2 PARTS REFERRED TO IN THE FOREGOING
AGREEMENT BETWEEN INVERCLYDE COUNCIL AND INVERCLYDE INTEGRATION
JOINT BOARD**

Part 1

Services

Corporate Support Area	Outline Description of Services	Service Standards	Lead(s)/SLA Manager
Committee Services and Governance	<p>Provision of secretariat and administrative assistance, governance advice and meeting arrangements for the IJB and its formal sub-committees to support the required governance of the decision making process.</p> <p>Provision of the Municipal Buildings, Greenock as a venue for meetings of the IJB and its sub-committees.</p>	<p>In line with current operating procedures and standards, regulatory requirements, IJB Standing Orders and the IJB Integration Scheme.</p>	<p><u>Lead</u> - Senior Committee Officer</p> <p><u>SLA Manager</u> – Legal Services Manager (Procurement/Conveyancing)</p>
Internal Audit	<p>Provision of an adequate and proportionate internal audit service to the IJB:</p> <ul style="list-style-type: none"> • Annual Internal Audit Plan • Regular progress reports on audit plan activity • Regular reports on action plan follow up • Annual Report <p>The scope of Internal Audit allows for unrestricted coverage of the IJB’s activities and unrestricted access to records and assets deemed necessary by auditors</p>	<p>The Internal Audit team will operate in accordance with an established methodology that promotes quality and conformance with the Public Sector Internal Audit Standards.</p>	<p><u>Lead and SLA Manager</u> – Chief Internal Auditor</p>

	during the course of an audit.		
Information Governance	<p>Supporting arrangements for FOI in connection with: IJB Publication Scheme FOI reviews</p> <p>The Council will support the Publication Scheme for the IJB and assist with advice on compliance with FOI legislation. This is on the basis that there will be very little information held by the IJB itself other than the IJB minutes and agendas and the employment records of the two senior officers.</p> <p>Responses to IJB FOI requests will continue to be undertaken by the relevant service and arrangements for the co-ordination of FOI requests will be maintained.</p>	<p>In line with current operating procedures and standards and regulatory requirements.</p> <p>The key standards are compliance with the Freedom of Information (Scotland) Act 2002.</p>	<p><u>Lead</u> – Inverclyde Council Freedom of Information Office (with support from the HSCP Head of Administration and Business Support).</p> <p><u>SLA Manager</u> - Legal Services Manager (Procurement/Conveyancing)</p>
Legal Advice	Legal Advice to IJB IJB procedure and governance arrangements	Standards Officer – the key standard is compliance with the relevant terms of the Ethical	<u>Lead</u> – Legal Services Manager (Procurement/Conveyancing)

	Standards Officer	Standards in Public Life etc. (Scotland) Act 2000 and associated Regulations.	<u>SLA Manager</u> – Head of Legal and Property Services
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Part 2

Review Group

As representative(s) of the Council:-

Legal Services Manager (Procurement/Conveyancing)
Chief Internal Auditor

As representative(s) of the IJB:-

Chief Financial Officer
Chief Officer