

REPORT TO ABERDEENSHIRE INTEGRATION JOINT BOARD 01 MARCH 2023

THE PUBLIC BODIES (JOINT WORKING) (SCOTLAND) ACT 2014 REVIEW OF INTEGRATION SCHEME

1 Recommendation

It is recommended that the Integration Joint Board (IJB):

- 1.1 Considers the revised Integration Scheme following public consultation as set out in this report as Appendix 1.
- 1.2 Agree to recommend to Aberdeenshire Council and NHS Grampian to approve the reviewed Integration Scheme before submission to the Scottish Ministers.
- 1.3 Delegate to the Chief Officer, following consultation with the Chair and the Vice Chair, and the Chief Executives of both NHS Grampian and Aberdeenshire Council, the power to make minor amendments to the Integration Scheme if required by either NHS Grampian or Aberdeenshire Council prior to submission to the Scottish Ministers.

2 Directions

2.1 No direction requires to be issued to Aberdeenshire Council or NHS Grampian as a result of this report.

3 Risk

3.1 IJB Risk 2 – Health and Social Care Policy alignment: national and local policies in health and social care need to be well aligned whilst meeting statutory requirements

IJB Risk 6 – Working effectively with parent organisations, the third sector, other partners and the commercial sector to maximise opportunities and resource utilisation.

4 Background

4.1 The Public Bodies (Joint Working) (Scotland) Act 2014 required all Local Authorities and Health Boards to integrate Adult Community Health and Social Care Services and to submit an "Integration Scheme" to the Scottish Government setting out the Local Governance arrangements for integration. The Integration Scheme sets out which services are formally delegated to the Integration Joint Board and provide the context in which the Health and Social Care Partnerships operate.



- 4.2 The Integration Scheme for the Aberdeenshire Integration Joint Board was agreed by NHS Grampian Health Board on 6 March 2015 and by Aberdeenshire Council on 12 March 2015. The Integration Scheme was then approved by Scottish Ministers in early 2016 at which time the Integration Joint Board was formally established.
- 4.3 The Integration Scheme was revised and updated in 2018 to incorporate technical changes arising from new legislation for services for adult carers following the enactment of the Carers (Scotland) Act 2016.
- 4.4 Section 44 of the Act notes that the "local authority and the Health Board must carry out a review of the integration scheme before the expiry of the relevant period for the purpose of identifying whether any changes are necessary or desirable". As a result of the Covid-19 pandemic, the Scottish Government issued advice on 17th March 2020 that there was no requirement to continue work on developing successor Integration Schemes, given the prevailing circumstances. However, the minimum requirement of a review was still to be carried out. The Integration Joint Board agreed in September 2020, in order to comply with the minimum requirements of a review, that no formal changes should be made at that time so that officer capacity could focus on other priority areas and transformation programmes.
- 4.5 The Integration Scheme has now been fully reviewed and updated and is included in this report as Appendix 1. The Integration Scheme, which had initially been written before the Integration Joint Board came into being, detailed a vision for how public bodies, Aberdeenshire Council and NHS Grampian, would work together and how it was thought that integration could work. The proposed Integration Scheme, as set out in Appendix 1, has been updated to demonstrate integration in practice alongside the continuing vision and drive for improvement.
- 4.6 Appendix 1 sets out the proposed Integration Scheme side by side with the current approved Integration Scheme for transparency and clarity to show where changes are proposed, along with a reason for the change. Changes are shown in bold blue font. Some of the changes are to remove a repetition of legislative requirements, and some to remove repetition of information now contained within the IJB's Governance Handbook. This ensures that the document is easier to read, more accessible and less legalistic. No changes are being proposed to the appendix to the Integration Scheme which sets out all of the delegated functions, this has not been included in this report for brevity however can be found from page 151 of the report to the IJB in August 2018 which can be found online <u>here</u>.
- 4.7 Many of the proposed changes shift the focus from planning integration, to delivering integration and is a reflection of substantial learning since 2016 and demonstrate a maturing of the IJB's governance arrangements, planning, approach to scrutiny, performance and risk management.





4.8 A public consultation on the proposed changes took place between the 28th November 2022 to the 22nd January 2023. There were 20 responses to the consultation. 95% of those who responded agreed that the revised scheme was easy to understand. Some of the relevant comments include:-

"Easy to understand"

"All of the proposed changes seem to be reasonable and in line with the spirit

of integration. Its nice to see a focus on outcomes and improving services."

- 4.9 Some of the comments that were received were not directly related to the Integration Scheme; these comments have been passed to the relevant Partnership Managers as wider feedback from the public on services including retention of staff, dementia and mental health services, and community-based services.
- 4.10 Following agreement of the proposed scheme by the IJB, a report will be tabled at both NHS Grampian Board and Aberdeenshire Council for approval. Following approval, the Integration Scheme will be submitted to Scottish Ministers for final approval. If either NHS Grampian Board or Aberdeenshire Council require any minor amendments, in the professional opinion of the Chief Officer, to the proposed scheme prior to approval, the Chief Officer shall consult with the Chair and Vice Chair, and the Chief Executives of both NHS Grampian and Aberdeenshire Council, make any changes required before submission to the Scottish Ministers. Once approved, the updated Integration Scheme will be published online and all members of the IJB notified. If any proposed amendment is substantial, a report will be taken back to the IJB for discussion.

5 Summary

- 5.1 The Integration Scheme has been reviewed to ensure that it reflects current practice and sets out how Aberdeenshire Council and NHS Grampian will continue to work together in an integrated manner. The response from the public has been positive and the IJB is asked to recommend approval of the reviewed Scheme to both Aberdeenshire Council and NHS Grampian prior to submission for final approval to the Scottish Ministers.
- 5.2 The Chief Officer, along with the Chief Finance Officer and the Legal Monitoring Officers within Business Services of the Council have been consulted in the preparation of this report and their comments have been incorporated within the report.

6 Equalities, Staffing and Financial Implications

6.1 An equality impact assessment is not required because the report sets out changes to the Integration Scheme which will have no impact on those with protected characteristics.





Pamela Milliken Aberdeenshire Health and Social Care Partnership

Report prepared by Lauren Cowie, Principal Solicitor (Governance) Aberdeenshire Council Date 5^{th} February 2023

Appendix 1 – Proposed Changes to Aberdeenshire Integration Scheme.





APPENDIX 1

Proposed Changes to the Aberdeenshire Integration Scheme

A summary of the proposed changes are provided under each section of the Scheme and the changes made are shown in **bold blue font**.

Current Scheme Provisions	Amended Scheme Provisions
Promoting Integration in Aberdeenshire	Introduction
Summary of Changes	 (1) Section Title – Changed (2) Updated to reflect establishment of IJB and its practices and detailing how it operates in terms of its statutory duties and vision.
Aberdeenshire Council and NHS Grampian hereby resolve to create an Integration Joint Board, with inspiration drawn from the value of joint working to achieve the highest outcomes for the people of Aberdeenshire. By creating our Integration Joint Board we will create one uniform organisation which will enhance, strengthen and develop the formerly separate services for the provision of adult health and social care. By becoming a fully integrated service, Aberdeenshire Council and NHS Grampian seek to enhance and promote the health and wellbeing of the people of Aberdeenshire. The creation of the Integration Joint Board will mean a	The Public Bodies (Joint Working) (Scotland) Act 2014 ("the Act") provides a framework for the effective integration of adult health and social care services. Its policy ambition is to: "improve the quality and consistency of services for patients, carers, service users and their families; to provide seamless, joined-up quality health and social care services in order to care for people in their own homes or a homely setting where it is safe to do so; and to ensure resources are used effectively and efficiently to deliver services that meet the increasing number of people with longer term and often complex needs, many of whom are older."
change in culture and this may in turn provide challenges for those involved. All involved agree to embrace and work through any challenges in a unified and harmonious way, always remembering and working towards achieving the Vision and the benefits of delivering that Vision to the individuals of Aberdeenshire.	Aberdeenshire Council and NHS Grampian resolved in 2015 to create an Integration Joint Board to enhance, strengthen and develop the formerly separate services for the provision of adult health and social care. By becoming a fully integrated service, Aberdeenshire Council and NHS Grampian seek to enhance and promote the health and wellbeing of the people of





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Current Scheme Provisions	Amended Scheme Provisions
We shall engage with members of the public at every opportunity in order to empower our people and communities to be a driving force for how integrated services are shaped and developed and in turn how they will deliver the best possible outcomes to individuals and their communities. Aberdeenshire Council and NHS Grampian recognise that the third sector has an important role in integration and will be essential to the Integration Joint Board to allow services to be delivered in an effective way. The third sector brings great value through its flexibility, innovation and the active engagement of communities and individuals in the design	Aberdeenshire. The creation of the Integration Joint Board meant a change in culture and some challenges for all involved. Aberdeenshire Council and NHS Grampian are committed to continuing to work through challenges in a unified and harmonious way, always remembering and working towards achieving the Vision and the benefits of delivering that Vision to the individuals of Aberdeenshire. The Act requires Aberdeenshire Council and NHS Grampian to jointly prepare an integration scheme setting out how this is to be achieved. The first Aberdeenshire Integration Scheme established a "body corporate" arrangement, as set out in s1(4)(a) of the Act.
	The corporate body will continue to be known as Aberdeenshire Integration Joint Board (IJB).
	To give effect to the single operational management of integrated services by the Chief Officer, the parties agreed that the integrated operating unit will be known as the Aberdeenshire Health and Social Care Partnership.





Current Scheme Provisions	Amended Scheme Provisions
	We shall continue to engage with members of the public at every opportunity in order to empower our people and communities to be a driving force for how integrated services are shaped and developed and in turn how they will deliver the best possible outcomes to individuals and their communities.
	Aberdeenshire Council and NHS Grampian recognise that the third sector has an important role in integration and is essential to the Integration Joint Board to allow services to be delivered in an effective way. The third sector brings great value through its flexibility, innovation and the active engagement of communities and individuals in the design and delivery of its services. This approach is continually being developed and will be enabled through third sector representation on the Integration Joint Board and the Strategic Planning Group.
Spirit of Agreement	Spirit of Agreement
Summary of Changes	No Changes made in respect of this section.





This Integration Scheme is the mechanism by which the creation of the Integration Joint Board is achieved. This Integration Scheme should be read in such a way as to always follow the spirit of the agreement. Any question of interpretation should be based on reading the implied terms in order to make the interpretation compatible with the purpose of the agreement, which is to achieve a unified and seamless health and social care service where all individuals will work together to achieve the same Outcomes and follow the same Vision, Philosophy and Principles. On that basis, it may be necessary to read the terms of this Integration Scheme in such a way as to look beyond the explicit terms to the implied terms and the overarching purpose of delivering integrated services.





Current Scheme Provisions	Amended Scheme Provisions
Supplementary Papers	Supplementary Papers
Summary of Changes Once approved by Scottish Ministers, the contents of this Integration Scheme shall be full and final and it shall not be possible to make any modifications to the Integration Scheme without a further consultation and subsequent further approval by Scottish Ministers. For this reason, the Integration Scheme sets out the core requirements for integration and will be supplemented by several separate documents, which will provide further detail in respect of the workings and arrangements for integration. As integrated services develop, it may be necessary to make changes and improvements to certain operational arrangements, and this can be achieved through modification of the separate documents supplementing this Integration Scheme. Any changes to the supplementary documents may be made by the approval of the Integration Joint Board as it sees fit from time to time and such changes will not require to be intimated to nor approved by Scottish Ministers.	No changes made in respect of this section. Once approved by Scottish Ministers, the contents of this Integration Scheme shall be full and final and it shall not be possible to make any modifications to the Integration Scheme without a further consultation and subsequent further approval by Scottish Ministers. For this reason, the Integration Scheme sets out the core requirements for integration and will be supplemented by several separate documents, which will provide further detail in respect of the workings and arrangements for integration. As integrated services develop, it may be necessary to make changes and improvements to certain operational arrangements, and this can be achieved through modification of the separate documents supplementing this Integration Scheme. Any changes to the supplementary documents may be made by the approval of the Integration Joint Board as it sees fit from time to time and such changes will not require to be intimated to nor approved by Scottish Ministers. Note: The Integration Joint Board has approved a Governance Handbook and an Organisational Governance document which provides more detail on the day to day operation of the IJB and the Health and Social Care Partnership both of which will be reviewed regularly by the IJB.





Current Scheme Provisions	Amended Scheme Provisions
Aims and Outcomes of the Integration Scheme	Aims and Outcomes of the Integration Scheme
Summary of Changes	No changes made in respect of this section.
The main purpose of integration is to improve the wellbeing	The main purpose of integration is to improve the wellbeing
of people who use health and social care services,	of people who use health and social care services,
particularly those whose needs are complex and involve	particularly those whose needs are complex and involve
support from health and social care at the same time. The	support from health and social care at the same time. The
Integration Scheme is intended to achieve the National	Integration Scheme is intended to achieve the National
Health and Wellbeing Outcomes prescribed by the Scottish	Health and Wellbeing Outcomes prescribed by the Scottish
Ministers in Regulations under section 5(1) of the Act,	Ministers in Regulations under section 5(1) of the Act,
namely:	namely:
1. People are able to look after and improve their own health	1. People are able to look after and improve their own health
and wellbeing and live in good health for longer.	and wellbeing and live in good health for longer.
2. People, including those with disabilities or long term	2. People, including those with disabilities or long term
conditions or who are frail are able to live, as far as	conditions or who are frail are able to live, as far as
reasonably practicable, independently and at home	reasonably practicable, independently and at home
or in a homely setting in their community.	or in a homely setting in their community.
3. People who use health and social care services have	3. People who use health and social care services have
positive experiences of those services, and have their	positive experiences of those services, and have their
dignity respected. 4. Health and social care services are centred on helping to	dignity respected.
maintain or improve the quality of life of people who use	4. Health and social care services are centred on helping to maintain or improve the quality of life of people who use
those services.	those services.
5. Health and social care services contribute to reducing	5. Health and social care services contribute to reducing
health inequalities.	health inequalities.
6. People who provide unpaid care are supported to look	6. People who provide unpaid care are supported to look
after their own health and wellbeing, including to reduce any	after their own health and wellbeing, including to reduce any
negative impact of their caring role on	negative impact of their caring role on
their own health and wellbeing.	their own health and wellbeing.
7. People using health and social care services are safe	7. People using health and social care services are safe
from harm.	from harm.





Current Scheme Provisions	Amended Scheme Provisions
 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. 	 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.
Vision	Vision
Summary of Changes	Includes reference to the fact that staff will be treated in accordance with the NHS Scotland Governance Standard.





Current Scheme Provisions	Amended Scheme Provisions
Building on a person's abilities, we will deliver high quality person centred care to enhance their independence and wellbeing in their own communities.	Building on a person's abilities, we will deliver high quality person centred care to enhance their independence and wellbeing in their own communities.
Philosophy	Philosophy
We believe the best health and wellbeing outcomes result	We believe the best health and wellbeing outcomes result
from an individual always being at the centre of our focus.	from an individual always being at the centre of our focus.
People are entitled to expect the best possible advice, care	People are entitled to expect the best possible advice, care
and support from our staff, in a timely way and in the right	and support from our staff, in a timely way and in the right
place.	place.
We will work to tackle health inequalities by focusing on	We will work to tackle health inequalities by focusing on
those at greatest risk as a result of social or economic	those at greatest risk as a result of social or economic
circumstances.	circumstances.
We believe every individual is able to contribute to their own	We believe every individual is able to contribute to their own
health and wellbeing, and participate positively in their own	health and wellbeing, and participate positively in their own
care. We believe care, support and health improvement is at	care. We believe care, support and health improvement is at
its most efficient and effective when agreed upon, planned	its most efficient and effective when agreed upon, planned
and delivered collectively and collaboratively.	and delivered collectively and collaboratively.
A person's capabilities, needs and desired outcomes can	A person's capabilities, needs and desired outcomes can
only be fully understood and realised in the context of their	only be fully understood and realised in the context of their
family, significant networks, and community. A range of	family, significant networks, and community. A range of
perspectives are required.	perspectives are required.
All views have value, particularly those of the individual, their informal carers and support networks. A single team approach will embody respect and recognition of all the unique perspectives that contribute to a holistic	All views have value, particularly those of the individual, their informal carers and support networks. A single team approach will embody respect and recognition of all the unique perspectives that contribute to a holistic





Current Scheme Provisions	Amended Scheme Provisions
understanding of the right outcomes for the individual.	understanding of the right outcomes for the individual.
Local principles for how we will work	Local principles for how we will work
Every individual is treated with dignity and respect at all times.	Every individual is treated with dignity and respect at all times.
Health and social care staff will promote and maintain a person's independence and wellbeing as much as possible, building on and developing an individual's abilities to self care and take responsibility for improving their own health.	Health and social care staff will promote and maintain a person's independence and wellbeing as much as possible, building on and developing an individual's abilities to self care and take responsibility for improving their own health.
This principle includes a single assessment of risk to the person, to themselves, from others and to others that includes appropriate positive risk taking by the individual.	This principle includes a single assessment of risk to the person, to themselves, from others and to others that includes appropriate positive risk taking by the individual.
Nothing is concluded or decided about a person's care or support without the individual's involvement and agreement, and that of their significant others, unless considerations of capacity or risk intervene.	Nothing is concluded or decided about a person's care or support without the individual's involvement and agreement, and that of their significant others, unless considerations of capacity or risk intervene.
All discussions and decisions about treatment, support, and risk are made collaboratively and consensually by the team of appropriate practitioners, respecting differences. Accountability for decisions is held collectively by the team.	All discussions and decisions about treatment, support, and risk are made collaboratively and consensually by the team of appropriate practitioners, respecting differences. Accountability for decisions is held collectively by the team.
A 'one team' approach is fostered where we trust each team member to deliver on their unique contributions and respective obligations confident that the combined effect of all team members will deliver the best outcomes for people.	A 'one team' approach is fostered where we trust each team member to deliver on their unique contributions and respective obligations confident that the combined effect of all team members will deliver the best outcomes for people.





Current Scheme Provisions	Amended Scheme Provisions
Information is shared appropriately by professionals and without restrictions that could inhibit the best interests of the individual.	Information is shared appropriately by professionals and without restrictions that could inhibit the best interests of the individual.
Health and care practitioners will provide the right support for the person at the right time and in the right place, making the best use of available resources.	Health and care practitioners will provide the right support for the person at the right time and in the right place, making the best use of available resources.
	Staff will be treated in accordance with the NHS Scotland Staff Governance Standard, namely 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 continuously improving and safe working environment, promoting the health and wellbeing of staff, patients and the wider community.
Integration Scheme	Integration Scheme
Summary of Changes	 (1) 1.1 - Removal of definition of 'Data Dictionary'. (2) 1.3 - Amended wording to reflect the fact that the Scheme will take effect on the day that it is approved rather than on the date of the Parliamentary Order establishing the IJB comes into force as the IJB is already established.
The Parties: THE ABERDEENSHIRE COUNCIL, established under the	The Parties: THE ABERDEENSHIRE COUNCIL, established under the





Current Scheme Provisions	Amended Scheme Provisions
Local Government etc (Scotland) Act 1994 and having its principal offices at Woodhill House, Westburn Road, Aberdeen AB16 5GB (hereinafter referred to as "the Council" which expression shall include its statutory successors);	Local Government etc (Scotland) Act 1994 and having its principal offices at Woodhill House, Westburn Road, Aberdeen AB16 5GB (hereinafter referred to as "the Council" which expression shall include its statutory successors);
And	And
GRAMPIAN HEALTH BOARD , established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as "NHS Grampian") and having its principal offices at Summerfield House, 2 Eday Road, Aberdeen AB15 6RE (hereinafter referred to as "NHS Grampian" which expression shall include its statutory successors) (together referred to as "the Parties", and each being referred to as a "Party")	GRAMPIAN HEALTH BOARD , established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as "NHS Grampian") and having its principal offices at Summerfield House, 2 Eday Road, Aberdeen AB15 6RE (hereinafter referred to as "NHS Grampian" which expression shall include its statutory successors) (together referred to as "the Parties", and each being referred to as a "Party")
 Definitions And Interpretation 1.1 In this Integration Scheme, the following terms shall have the following meanings:- 	1. Definitions And Interpretation 1.1 In this Integration Scheme, the following terms shall have the following meanings:-
"Accountable Officer" means the NHS officer appointed in terms of section 15 of the Public Finance and Accountability (Scotland) Act 2000;	"Accountable Officer" means the NHS officer appointed in terms of section 15 of the Public Finance and Accountability (Scotland) Act 2000;
"Chief Officer" means the Officer appointed by the Integration Joint Board in accordance with section 10 of the Act;	"Chief Officer" means the Officer appointed by the Integration Joint Board in accordance with section 10 of the Act;
"Clinical Lead" means the registered medical practitioner who delivers primary care services or some other registered	"Clinical Lead" means the registered medical practitioner who delivers primary care services or some other registered





Current Scheme Provisions	Amended Scheme Provisions
health care professional who delivers services within a	health care professional who delivers services within a
community context who is appointed by the Chief Officer	community context who is appointed by the Chief Officer
and the Medical Director of NHS Grampian;	and the Medical Director of NHS Grampian;
"Data Dictionary" means a resource which provides a list of measures and indicators for use within a performance framework;	"Direction" means an instruction from the Integration Joint Board in accordance with section 26 of the Act;
	"IJB" means the Integration Joint Board to be established by
"Direction" means an instruction from the Integration Joint Board in accordance with section 26 of the Act;	Order under section 9 of the Act;
Doard in accordance with section 20 of the Act,	"IJB Order" means the Public Bodies (Joint Working)
"IJB" means the Integration Joint Board to be established by Order under section 9 of the Act:	(Integration Joint Boards) (Scotland) Order 2014;
	"Integrated Budget" means the Budget for the delegated
"IJB Order" means the Public Bodies (Joint Working)	"Integrated Budget" means the Budget for the delegated resources for the functions set out in the Scheme;
(Integration Joint Boards) (Scotland) Order 2014;	
	"Integrated Services" means the functions and services
"Integrated Budget" means the Budget for the delegated	listed in Annexes 1 and 2 of this Scheme;
resources for the functions set out in the Scheme:	
	"Outcomes" means the Health and Wellbeing Outcomes
"Integrated Services" means the functions and services	prescribed by the Scottish Ministers in Regulations under
listed in Annexes 1 and 2 of this Scheme;	section 5(1) of the Act;
"Outcomes" means the Health and Wellbeing Outcomes	"Payment" means all of the following: a) the Integrated
prescribed by the Scottish Ministers in Regulations under	Budget contribution to the Integration Joint Board; b) the
section 5(1) of the Act;	resources paid by the Integration Joint Board to the
	Parties for carrying out directions, in accordance with
"Payment" means all of the following: a) the Integrated	section 27 of the Act and c) does not require that a bank
Budget contribution to the Integration Joint Board; b) the	transaction is made;
resources paid by the Integration Joint Board to the	
Parties for carrying out directions, in accordance with	"Section 95 Officer" means the statutory post under the





Current Scheme Provisions	Amended Scheme Provisions
section 27 of the Act and c) does not require that a bank transaction is made;	Local Government (Scotland) Act 1973 being the Accountable (Proper) Officer for the administration and governance of the financial affairs of the Council.
 "Section 95 Officer" means the statutory post under the Local Government (Scotland) Act 1973 being the Accountable (Proper) Officer for the administration and governance of the financial affairs of the Council. "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; "The Act" means the Public Bodies (Joint Working) (Scotland) Act 2014; 	 "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; "The Act" means the Public Bodies (Joint Working) (Scotland) Act 2014; "The Integration Scheme Regulations" means the Public Bodies (Joint Working) (Integration Scheme) (Scotland) Regulations 2014;
"The Integration Scheme Regulations" means the Public Bodies (Joint Working) (Integration Scheme) (Scotland) Regulations 2014; "The Parties" means the Aberdeenshire Council and NHS Grampian;	"The Parties" means the Aberdeenshire Council and NHS Grampian; "The Scheme" means this Integration Scheme;
"The Scheme" means this Integration Scheme;	





Current Scheme Provisions	Amended Scheme Provisions
1.2 In implementation of their obligations under the Act, the Parties hereby agree as follows:	1.2 In implementation of their obligations under the Act, the Parties hereby agree as follows:
1.3 In accordance with section 1(2) of the Act, the Parties have agreed that the integration model set out in sections 1(4)(a) of the Act will be put in place for 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.	1.3 In accordance with section 1(2) of the Act, the Parties have agreed that the integration model set out in sections 1(4)(a) of the Act will be put in place for 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 approved by the Scottish Ministers.
Local Governance Arrangements	Preparation of Strategic Plan
Summary of Changes	 (1) Section Title - Changed. (2) 2.2 – Added to reflect current practice and the role of the Strategic Planning Group.
2.1 The remit of the IJB is to prepare and implement a Strategic Plan in relation to the provision of health and social care services to adults in their area in accordance with sections 29-39 of the Act.	 2.1 The remit of the IJB is to prepare and implement a Strategic Plan in relation to the provision of health and social care services to adults in their area in accordance with sections 29-39 of the Act. 2.2 The IJB Strategic Plans are developed by the Strategic Planning Group and approved by the IJB.
Board Governance	Board Governance
Summary of Changes	 (1) Wording amended to reflect current practice and present this is in a more concise fashion. (2) Removal of paragraphs where the detail is set out in the legislation.
3.1 The arrangements for appointing the voting membership of the IJB in accordance with the IJB Order are as follows:-	3.1 The Membership of the Integration Joint Board will be determined in accordance with the Membership Order.





Current Scheme Provisions	Amended Scheme Provisions
3.1.1. The Council shall nominate five councillors; and	3.2 Aberdeenshire Council shall nominate five
3.1.2 NHS Grampian shall nominate five Health Board members	councillors and NHS Grampian shall nominate five Health Board members to be voting members.
3.2 The voting membership of the IJB shall be appointed for a term of three years.	3.3 The arrangements for appointing the Chair and Vice Chair of the IJB are as set out in the Standing Orders contained within the IJB's Governance Handbook.
3.3 Provision for the disqualification, resignation and removal of voting members is set out in the IJB Order.	Arrangements are in place for the Chair to rotate every 18 months between NHS Grampian and Aberdeenshire Council.
3.4 The IJB is required to co-opt non-voting members to the IJB.	3.4 The voting membership of the IJB shall be appointed for a term of three years however a member may be
3.5 The non-voting membership of the IJB is set out in the IJB Order and includes (subject to any amendment of the IJB Order)	reappointed for further three-year terms of office. Board members appointed by the Parties will cease to be members of the Integration Joint Board in the event that they cease to be a Non-Executive board member of NHS
 a) The chief social work officer of the authority b) The Chief Officer of, once appointed by the IJB c) the proper officer of the integration joint board 	Grampian Board or an Elected Member of Aberdeenshire Council.
appointed under section 95 of the Local Government (Scotland) Act 1973;	The Chief Social Work Officer, Chief Officer and Chief Finance Officer remain non voting members of the Integration Joint Board for as long as they hold the
 a registered medical practitioner whose name is included in the list of primary medical services performers prepared by the Health Board in 	office in respect of which they are appointed.
accordance with Regulations made under section 17P of the National Health Service (Scotland) Act 1978;	
 e) a registered nurse who is employed by the Health Board or by a person or body with which the Health 	





Curre	nt Scheme Provisions	Amended Scheme Provisions
f)	Board has entered into a general medical services contract; and a registered medical practitioner employed by the Health Board and not providing primary medical services;	
and a	t least one member of each of the following groups:	
h) i) j)	staff of the constituent authorities engaged in the provision of services provided under integration functions; third sector bodies carrying out activities related to health or social care in the area of the local authority; service users residing in the area of the local authority; and persons providing unpaid care in the area of the local authority HS Grampian will determine the non-voting	
	sentatives listed in d)-f) above, in terms of the IJB	
	ne arrangements for appointing the Chair and Vice of the IJB are as follows:-	
3.7.2	the first Chair shall be nominated by NHS Grampian the term of the first Chair shall begin on the date the established and shall continue until 30 th September	





Current Scheme Provisions	Amended Scheme Provisions
 3.7.3 Further terms of Chair shall be for a period of 18 months, with the second term of Chair beginning on 1st October 2016. 3.7.4 The organisation which has not nominated the Chair shall nominate the Vice Chair. 3.7.5 The Parties are entitled to change the person appointed by them as Chair or Vice Chair during the appointed period. 3.7.6 After the term of the first Chair comes to an end, the Vice Chair will become the next Chair, and the outgoing Chair's organisation will then nominate the next Vice Chair which the IJB shall appoint. 	
Delegation of Functions	Delegation of Functions
Summary of Changes	 (1) 4.5 – Amended to reflect current practice and the role of the Aberdeenshire HSCP Commissioning and Procurement Group. (2) 4.6 – Amended to confirm where details of hosted services can be found within the Scheme.
4.1 The functions that are to be delegated by NHS Grampian to the IJB are set out in Part 1 of Annex 1. The services to which these functions relate, which are currently provided by NHS Grampian and which are to be integrated, are set out in Part 2 of Annex 1. The functions listed in Part 1 of Annex 1 are delegated only to the extent that they relate to the services listed in Part 2 of Annex 1 and only in so far as they are provided to persons of 18 years and over.	4.1 The functions that are to be delegated by NHS Grampian to the IJB are set out in Part 1 of Annex 1. The services to which these functions relate, which are currently provided by NHS Grampian and which are to be integrated, are set out in Part 2 of Annex 1. The functions listed in Part 1 of Annex 1 are delegated only to the extent that they relate to the services listed in Part 2 of Annex 1 and only in so far as they are provided to persons of 18 years and over.
4.2 The functions that are to be delegated by the Council to the IJB are set out in Part 1 of Annex 2. The services to which these functions relate, which are currently provided by	4.2 The functions that are to be delegated by the Council to the IJB are set out in Part 1 of Annex 2. The services to which these functions relate, which are currently provided by





Current Scheme Provisions	Amended Scheme Provisions
the Council and which are to be integrated, are set out in	the Council and which are to be integrated, are set out in
Part 2 of Annex 2. The functions listed in Part 1 of Annex 2	Part 2 of Annex 2. The functions listed in Part 1 of Annex 2
are delegated only to the extent that they relate to the	are delegated only to the extent that they relate to the
services listed in Part 2 of Annex 2 and only in so far as they	services listed in Part 2 of Annex 2 and only in so far as they
are provided to persons of 18 years and over.	are provided to persons of 18 years and over.
4.3 In the delegation of functions, the Parties recognise that	4.3 In the delegation of functions, the Parties recognise that
they will require to work together, and with, the IJB, to	they will require to work together, and with, the IJB, to
achieve the Outcomes. Through local management, the	achieve the Outcomes. Through local management, the
Parties will put arrangements in place to avoid fragmentation	Parties will put arrangements in place to avoid fragmentation
of services provided to persons of 18 years and over. In	of services provided to persons of 18 years and over. In
particular, the community health services for persons under	particular, the community health services for persons under
18 years of age – set out in Part 3 of Annex 1 shall be	18 years of age – set out in Part 3 of Annex 1 shall be
operationally devolved by the Chief Executive of NHS	operationally devolved by the Chief Executive of NHS
Grampian to the Chief Officer of the IJB who will be	Grampian to the Chief Officer of the IJB who will be
responsible and accountable for the operational delivery and	responsible and accountable for the operational delivery and
performance of these services.	performance of these services.
4.4 In exercising its functions, the IJB must take into account	4.4 In exercising its functions, the IJB must take into account
the Parties' requirements to meet their respective statutory	the Parties' requirements to meet their respective statutory
obligations, standards set by government and other	obligations, standards set by government and other
organisational and service delivery standards set by the	organisational and service delivery standards set by the
Parties. Apart from those functions delegated by virtue of	Parties. Apart from those functions delegated by virtue of
this Scheme, the Parties retain their distinct statutory	this Scheme, the Parties retain their distinct statutory
responsibilities and therefore also retain their formal	responsibilities and therefore also retain their formal
decision-making roles.	decision-making roles.
4.5 The delegation of functions from the Parties to the IJB shall not affect the legality of any contract made between either of the Parties and any third party, which relates to the delivery of integrated or non-integrated services. The IJB will	4.5 The delegation of functions from the Parties to the IJB shall not affect the legality of any contract made between either of the Parties and any third party, which relates to the delivery of integrated or non-integrated services. The





Current Scheme Provisions	Amended Scheme Provisions
 enter into a joint commissioning strategy with the Parties. 4.6 Some integrated services may be hosted by the IJB on behalf of other integration authorities, or some integrated services may be hosted by another integration authority on 	Aberdeenshire HSCP Commissioning and Procurement Group has responsibility for oversight and monitoring of the IJB's Commissioning and Procurement Plan, ensuring the work of the various sub-groups leading on specific contracts is completed within required
behalf of the IJB. The IJB will consider and agree the hosting arrangements.	timescales and compliant with legislation and regulations. The social care commissioning, procurement and contracts team are delegated procurers for health and social care services, designated as such by the Head of Procurement.
	4.6 Some integrated services may be hosted by the IJB on behalf of other integration authorities, or some integrated services may be hosted by another integration authority on behalf of the IJB. The IJB will consider and agree the hosting arrangements. Details of hosted services are provided in annex 3.
Local Operational Delivery Arrangements	Local Operational Delivery Arrangements
Summary of Changes	(1) 5.4 – Amended to reflect that the IJB's annual performance management report will be regularly reviewed.
5.1 The IJB will have operational oversight of integrated services, including services that it hosts but not including the health services listed in Annex 4 or services which are hosted on its behalf by another integration authority.	5.1 The IJB will have operational oversight of integrated services, including services that it hosts but not including the health services listed in Annex 4 or services which are hosted on its behalf by another integration authority.
5.2 The IJB will have responsibility for performance management of integrated services for which it has operational oversight.	5.2 The IJB will have responsibility for performance management of integrated services for which it has operational oversight.





Current Scheme Provisions	Amended Scheme Provisions
5.3 The IJB shall use performance information to monitor the	5.3 The IJB shall use performance information to monitor the
delivery of integrated services on an ongoing basis.	delivery of integrated services on an ongoing basis.
5.4 The IJB's annual performance management report will be available to the Parties.	5.4 The IJB's annual performance management report will be available to the Parties and will be regularly reviewed .
5.5 The IJB will take decisions in respect of integrated services for which it has operational oversight.	5.5 The IJB will take decisions in respect of integrated services for which it has operational oversight.
5.6 The IJB may develop a governance framework to provide itself with a mechanism for assurance and monitoring of the management and delivery of integrated services. This will enable scrutiny of performance and of appropriate use of resources. If required, the Parties will support the IJB in the development of this framework.	5.6 The IJB may develop a governance framework to provide itself with a mechanism for assurance and monitoring of the management and delivery of integrated services. This will enable scrutiny of performance and of appropriate use of resources. If required, the Parties will support the IJB in the development of this framework.
5.7 The IJB shall ensure that resources are managed appropriately for the delivery of integrated services for which it has operational oversight, in implementation of the Strategic Plan.	5.7 The IJB shall ensure that resources are managed appropriately for the delivery of integrated services for which it has operational oversight, in implementation of the Strategic Plan.
5.8 The IJB will, through the Chief Officer, have an appropriate role in the operational delivery of services by the Parties in the carrying out of integration functions. The Parties acknowledge that the Chief Officer's role in operational delivery will represent an important means by which closer integration of services, in accordance with the integration delivery principles specified in the Act, can be achieved. For the avoidance of doubt, the Chief Officer's role in operational delivery shall not displace:	5.8 The IJB will, through the Chief Officer, have an appropriate role in the operational delivery of services by the Parties in the carrying out of integration functions. The Parties acknowledge that the Chief Officer's role in operational delivery will represent an important means by which closer integration of services, in accordance with the integration delivery principles specified in the Act, can be achieved. For the avoidance of doubt, the Chief Officer's role in operational delivery shall not displace:





Current Scheme Provisions	Amended Scheme Provisions
 (a) the responsibilities of each Party regarding	 (a) the responsibilities of each Party regarding
compliance with Directions issued by the IJB; or (b) the principle that each Party's governance	compliance with Directions issued by the IJB; or (b) the principle that each Party's governance
arrangements must allow that Party to manage risks	arrangements must allow that Party to manage risks
relating to service delivery.	relating to service delivery.
5.9 The IJB will have responsibility for the strategic planning	5.9 The IJB will have responsibility for the strategic planning
of the integrated services listed in Annex 4, which will	of the integrated services listed in Annex 4, which will
continue to be operationally managed by NHS Grampian.	continue to be operationally managed by NHS Grampian.
NHS Grampian will be responsible for the operational	NHS Grampian will be responsible for the operational
oversight of these services and through the General	oversight of these services and through the respective
Manager of Acute Services will be responsible for the	Portfolio Executive Lead who will be responsible for the
operational management of these services. NHS Grampian	operational management of these services. NHS Grampian
already has in place an existing mechanism for the scrutiny	already has in place an existing mechanism for the scrutiny
and monitoring of delivery of these services. Appropriate	and monitoring of delivery of these services. Appropriate
links will be made between this structure and any	links will be made between this structure and any
governance framework to be put in place by the IJB.	governance framework to be put in place by the IJB.
5.10 For integrated services that the IJB does not have	5.10 For integrated services that the IJB does not have
operational oversight of, the IJB shall monitor performance	operational oversight of, the IJB shall monitor performance
of those services in terms of outcomes delivered via the	of those services in terms of outcomes delivered via the
Strategic Plan.	Strategic Plan.
5.11 NHS Grampian and the Council will be responsible for	5.11 NHS Grampian and the Council will be responsible for
the operational delivery of integrated services in	the operational delivery of integrated services in
implementation of Directions of the IJB.	implementation of Directions of the IJB.
5.12 NHS Grampian and the Council will provide such	5.12 NHS Grampian and the Council will provide such
information as may be reasonably required by the Chief	information as may be reasonably required by the Chief
Officer, the IJB and the Strategic Planning Group to enable	Officer, the IJB and the Strategic Planning Group to enable
the planning, monitoring and delivery of integrated services.	the planning, monitoring and delivery of integrated services.





Current Scheme Provisions	Amended Scheme Provisions
5.13 NHS Grampian and the IJB will work together to ensure that the planning and delivery of integrated (and non- integrated) hospital services are consistent.	5.13 NHS Grampian and the IJB will work together to ensure that the planning and delivery of integrated (and non- integrated) hospital services are consistent.
Business Support Services	Business Support Services
Summary of Changes	 (1) 6.3 – Updated to reflect the current position removing reference of the initial arrangements and incorporating the points previously covered in 6.3 and 6.4. (2) 6.5 - Updated to reflect the current position removing reference of the initial arrangements which were previously covered in 6.6. (3) General renumbering as a result of the changes made.
6.1 The Parties recognise that the IJB will require various business support services in order to fully discharge its duties under the Act.	6.1 The Parties recognise that the IJB will require various business support services in order to fully discharge its duties under the Act.
6.2 In preparation for integration, the Parties have each provided appropriate advice and support on areas such as finance, legal, human resources, information sharing etc.	6.2 In preparation for integration, the Parties have each provided appropriate advice and support on areas such as finance, legal, human resources, information sharing etc.
6.3 The Parties shall identify, and may review, the business resources required for the period between April 2015 and April 2016, including the provision of any professional, technical or administrative services for the purpose of preparing a Strategic Plan and carrying out integration functions.	6.3 The IJB may review, from time to time, the business resources required including the provision of any professional, technical or administrative services for the purpose of preparing a Strategic Plan and carrying out integration functions and for ensuring that the IJB has provision of suitable resources for business support, to allow it to fully discharge its duties under the Act.
6.4 Between April 2015 and April 2016, the Parties shall be responsible for ensuring that the IJB has provision of	6.4 The Parties and the IJB shall reach an agreement in





Current Scheme Provisions	Amended Scheme Provisions
suitable resources for business support, to allow it to fully discharge its duties under the Act.	respect of how these services will be provided to the IJB which will set out the details of the provision.
 6.5 The Parties and the IJB shall reach an agreement in respect of how these services will be provided to the IJB which will set out the details of the provision. 6.6 Before the end of April 2016, the Parties and the IJB will review the support services being provided to ensure that these are sufficient. The Parties and the IJB shall agree on the arrangements for future provision, including specifying how these requirements will be built into the IJB's annual budget acting and review. 	6.5 The Parties and the IJB shall agree on the arrangements for support services regularly, including specifying how these requirements will be built into the IJB's annual budget setting and review process.
budget setting and review process. Support for Strategic Planning	Support for Strategic Planning
Summary of Changes	(1) 7.2 – 'At the time of writing' removed.
7.1 The Parties shall share with such other relevant integration authorities, the necessary activity and financial data for services, facilities or resources that relate to the planned use of services provided by those integration authorities for people who live within Aberdeenshire.	7.1 The Parties shall share with such other relevant integration authorities, the necessary activity and financial data for services, facilities or resources that relate to the planned use of services provided by those integration authorities for people who live within Aberdeenshire.
7.2 The Strategic Plan is written for the citizens of Aberdeenshire. A number of individuals will receive services across a boundary of an integration authority. At the time of writing this Scheme a number of Aberdeenshire citizens are registered and receive their general medical services from Aberdeen City practices. Also, a number of citizens from other local authority areas receive their general medical services from Aberdeenshire practices. NHS Grampian will provide support to enable the appropriate planning of	7.2 The Strategic Plan is written for the citizens of Aberdeenshire. A number of individuals will receive services across a boundary of an integration authority. A number of Aberdeenshire citizens are registered and receive their general medical services from Aberdeen City practices. Also, a number of citizens from other local authority areas receive their general medical services from Aberdeenshire practices. NHS Grampian will provide support to enable the appropriate planning of such services for these individuals.





Current Scheme Provisions	Amended Scheme Provisions
such services for these individuals. This shall be done in pursuance of the duty under s30(3) of the Act.	This shall be done in pursuance of the duty under s30(3) of the Act.
7.3 The Parties shall consult with the IJB on any plans to change service provision of non-integrated services which may have a resultant impact on the Strategic Plan.	7.3 The Parties shall consult with the IJB on any plans to change service provision of non-integrated services which may have a resultant impact on the Strategic Plan.
Targets and Performance Management	Performance and Assurance
Summary of Changes	 (1) Section Title - Changed. (2) Whole section updated to reflect current practice and the movement away from the previous use of the 'Data Dictionary'
8.1 The Parties will identify a core set of indicators that relate to integrated services from publicly accountable and national indicators and targets that the Parties currently report against. A list of indicators and measures which relate to integration functions will be collated in a Data Dictionary and will provide information on the data gathering and reporting requirements for performance targets and improvement measures. The Parties will share all performance information, targets and indicators and the Data Dictionary with the IJB. The improvement measures will be a combination of existing and new measures that will allow assessment at local level. The performance targets and improvement measures will be linked to the national and local Outcomes to assess the timeframe and the scope of change.	 8.1 Performance governance within Aberdeenshire HSCP is based on a tiered approach with the aim of providing assurance to the Integration Joint Board, to NHS and Council partners and the Scottish Government. This recognises that there are different types of performance data needed to ensure different parts of the organisation have the information they require for effective service planning, delivery and decision-making. Ultimate accountability for and scrutiny of performance is held by the IJB as those with the statutory responsibility for the delivery of the services under its remit. 8.2 The IJB's performance framework will have a central
8.2 The Data Dictionary will also state where the responsibility for each measure lies, whether in full or in part.	focus on demonstrating outcomes for people and communities and in particular the difference that integration has made. Performance reports to the IJB





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Current Scheme Provisions	Amended Scheme Provisions
Where there is an ongoing requirement in respect of organisational accountability for a performance target for	focus on the key transformational initiatives under the
NHS Grampian or the Council this will be taken into account by the IJB when preparing the Strategic Plan.	Strategic Delivery Plan, to provide assurance as to delivery of the strategic plan and evidence of the key milestones and outcomes at a strategic organisational level that the LIP has agreed to work towards
8.3 The Data Dictionary will also be used to prepare a list of any targets, measures and arrangements which relate to functions of the Parties, which are not delegated to the IJB, but which are affected by the performance and funding of integration functions and which are to be taken account of by the IJB when preparing the Strategic Plan.	 level that the IJB has agreed to work towards. 8.3 The performance of all HSCPs in Scotland is measured against a National Core Suite of Integration Indicators with the aim of ensuring a consistent measurement approach using national data sources and encompassing both outcome and data measures. The
8.4 The Data Dictionary will be reviewed regularly to ensure the improvement measures it contains continue to be relevant and reflective of the national and local Outcomes to which they are aligned.	IJB publishes an annual performance report setting out our performance against these indicators and other local performance measures.
8.5 The work on the core indicators and the establishing of the Data Dictionary will be completed by the date functions are delegated to the IJB.	8.4 Performance information is shared and reviewed with NHS and Council partners on a regular basis encompassing both the annual performance report and quarterly operational and strategic performance reporting. The IJB works collaboratively with both
8.6 The Parties will provide support to the IJB for the function, including the effective monitoring and reporting of targets and measures.	Parties in ensuring appropriate input to their respective performance management systems and frameworks.
Clinical and Professional Governance	Clinical and Professional Governance
Summary of Changes	(1) Addition of 9.1.3 to reflect current practice and the role of the Strategic Planning Group and the Strategic Delivery Plan.
9.1 Outcomes	9.1 Outcomes





Current Scheme Provisions	Amended Scheme Provisions
9.1.1 The IJB will improve and provide assurance on the	9.1.1 The IJB will improve and provide assurance on the
Outcomes through its clinical and professional governance	Outcomes through its clinical and professional governance
arrangements. The Outcomes are as follows:	arrangements. The Outcomes are as follows:
• People are able to look after and improve their own health	People are able to look after and improve their own health
and wellbeing and live in good health for longer.	and wellbeing and live in good health for longer.
People, including those with disabilities or long term	 People, including those with disabilities or long term
conditions or who are frail are able to live, as far as	conditions or who are frail are able to live, as far as
reasonably practicable, independently and at home or in a	reasonably practicable, independently and at home or in a
homely setting in their community.	homely setting in their community.
People who use health and social care services have	 People who use health and social care services have
positive experiences of those services, and have their	positive experiences of those services, and have their
dignity respected.	dignity respected.
Health and social care services are centred on helping to	Health and social care services are centred on helping to
maintain or improve the quality of life of people who use	maintain or improve the quality of life of people who use
those services.	those services.
Health and social care services contribute to reducing	Health and social care services contribute to reducing
health inequalities.	health inequalities.
People who provide unpaid care are supported to look	People who provide unpaid care are supported to look
after their own health and wellbeing, including to reduce any	after their own health and wellbeing, including to reduce any
negative impact of their caring role on their own health and	negative impact of their caring role on their own health and
wellbeing.	wellbeing.
People using health and social care services are safe from	People using health and social care services are safe from
harm.	harm.
People who work in health and social care services feel	People who work in health and social care services feel
engaged with the work they do and are supported to	engaged with the work they do and are supported to
continuously improve the information, support, care and	continuously improve the information, support, care and
treatment they provide.	treatment they provide.
Resources are used effectively and efficiently in the provision of health and social care convision	Resources are used effectively and efficiently in the provision of health and social care convisos
provision of health and social care services.	provision of health and social care services.





Current Scheme Provisions	Amended Scheme Provisions
9.1.2 The Parties and the IJB will have regard to the integration planning and delivery principles and will determine the clinical and professional governance assurances and information required by the IJB to inform the development, monitoring and delivery of its Strategic Plan. The Parties will provide that assurance and information to the IJB.	 9.1.2 The Parties and the IJB will have regard to the integration planning and delivery principles and will determine the clinical and professional governance assurances and information required by the IJB to inform the development, monitoring and delivery of its Strategic Plan. The Parties will provide that assurance and information to the IJB. 9.1.3 The Strategic Planning Group (SPG) has responsibility for oversight of the transformational workstreams arising from the IJB's Strategic Delivery Plan, monitoring and reporting on progress to the IJB as part of its performance reporting framework. The Strategic Delivery Plan sets out the programme of transformational, operational and improvement work to enable the IJB to meet its strategic priorities. A high-level summary of performance against all projects under the Strategic Delivery Plan will be reported to the IJB on a quarterly basis.
9.2 General and Professional Governance Arrangements	9.2 General Clinical and Professional Governance Arrangements
Summary of Changes	 (1) Section Title - Changed. (2) 9.2.5 – Amended to reflect that fact that an agreed process has now been established and this may be reviewed. (3) 9.2.6 – Added to reflect current practice and the role of the Clinical and Adult Social Work Governance Committee.





Current Scheme Provisions	Amended Scheme Provisions
9.2.1 The Parties and the IJB are accountable for ensuring appropriate clinical and professional governance arrangements for their duties under the Act.	9.2.1 The Parties and the IJB are accountable for ensuring appropriate clinical and professional governance arrangements for their duties under the Act.
9.2.2 The Parties remain responsible for the clinical and professional governance of the services which the IJB has instructed the Parties to deliver.	9.2.2 The Parties remain responsible for the clinical and professional governance of the services which the IJB has instructed the Parties to deliver.
9.2.3 The Parties remain responsible for the assurance of the quality and safety of services commissioned from the third and independent sectors in line with the requirements set out in the Strategic Plan.	9.2.3 The Parties remain responsible for the assurance of the quality and safety of services commissioned from the third and independent sectors in line with the requirements set out in the Strategic Plan.
9.2.4 The IJB will have regard to healthcare and social care governance quality aims and risks when developing and agreeing its Strategic Plan and its corresponding Directions to the Parties. These risks may be identified by either of the Parties or the IJB, and may include professional risks.	9.2.4 The IJB will have regard to healthcare and social care governance, quality, and risks when developing and agreeing its Strategic Plan and its corresponding Directions to the Parties. These risks may be identified by either of the Parties or the IJB, and may include professional risks.
9.2.5 The Parties and the IJB will establish an agreed approach to measuring and reporting to the IJB on the quality of service delivery, organisational and individual care risks, the promotion of continuous improvement and ensuring that all professional and clinical standards, legislation and guidance are met. This will be set out in a report to the IJB for it to approve.	9.2.5 The IJB has established and may review its approach to measuring and reporting to the IJB on the quality of service delivery, organisational and individual care risks, the promotion of continuous improvement and ensuring that all professional and clinical standards, legislation and guidance are met.
	9.2.6. The IJB fulfils its responsibilities in 9.2.5 via the Clinical and Adult Social Work Governance Committee, which reports to the IJB and provides assurance to the IJB on all aspects of the Clinical and Professional Governance Framework.





Current Scheme Provisions	Amended Scheme Provisions
Clinical and Professional Governance Framework	Clinical and Professional Governance Framework
Summary of Changes	 (1) Updated to reflect current practice following establishment of the Clinical and Adult Social Work Governance Committee. (2) Inclusion of an organogram showing how this Committee links to the assurance frameworks of the parties at 9.3.2.
 9.3.1 NHS Grampian seeks assurance in the area of clinical governance, quality improvement and clinical risk from the NHS Grampian Clinical Governance Committee, through a process of constructive challenge. The Clinical Governance Committee is responsible for demonstrating compliance with statutory requirements in relation to clinical governance, authorising an accurate and honest annual clinical governance statement and responding to scrutiny and improvement reports by external bodies such as Healthcare Improvement Scotland (or any successor). To achieve this, the Committee oversees a governance framework including a strategy, annual work programme, infrastructure of governance groups and an annual report. 	 9.3.1 The IJB have established a Clinical and Adult Social Work Governance Committee, terms of reference for which are narrated in the IJB's Governance Handbook, to ensure accountability of the quality of health and social care and how that is monitored. The Committee is supported by professional advisors from both the NHS and the Council including the Chief Social Work Officer, the Clinical Governance Lead and the Quality Improvement & Assurance Facilitator. 9.3.2 The following organogram narrates how the Clinical and Adult Social Work Committee links to the assurance frameworks of the Parties.
9.3.2 The Council is required by law to appoint a Chief Social Work Officer to oversee and make decisions in relation to specified social work services, some of which are delegated in relation to integration functions, and to report to and alert the Council and elected members of any matters of professional concern in the management and delivery of those functions. He or she has a duty to make an annual report to the Council in relation to the discharge of the role and responsibilities.	





Current Scheme Provisions	Amended Scheme Provisions
Current Scheme Provisions The Chief Social Work Officer will be a non-voting member of the IJB. If required, he or she shall make an annual report to the IJB in relation to the aspects of his or her position which relate to the delivery of integrated services. The Chief Social Work Officer will retain all of the statutory decision- making and advisory powers given by statute and guidance, and the Medical and Nursing Directors shall not be entitled to countermand or over-rule any decisions or instructions given by the Chief Social Work Officer in carrying out that statutory role. 9.3.4 The Scottish Government's <i>Clinical and Care</i> <i>Governance Framework for Integrated Health and Social</i> <i>Care Services in Scotland, 2014</i> (or any updated version or replacement) outlines the proposed roles, responsibilities and actions that will be required to ensure governance arrangements in support of the Act's integration planning and delivery principles and the required focus on improved Outcomes.	Amended Scheme Provisions





Current Scheme Provisions	Amended Scheme Provisions
	social care services. This includes the Partnership's
	Clinical Lead, the Chief Nurse, the Lead AHP, the Lead
	Social Worker and Partnership Managers.
	9.3.4 The Terms of Reference for the Clinical and Adult Social Work Governance Group shall set out the role, remit and membership of the Group, and shall be agreed and reviewed by the Clinical and Adult Social Work Governance Committee.
	9.3.5 The Clinical and Adult Social Work Governance Group will provide clinical health care and professional social work advice on all functions delegated to the IJB. It shall support the Clinical and Adult Social Work Governance Committee and report to it.
	9.3.6 The IJB and the Chief Officer shall also be able to obtain clinical and professional advice from the IJB non-voting membership, which shall include (subject to any amendment of the IJB Order): (a) the Chief Social Work Officer
	 (b) A registered medical practitioner whose name is included in the list of primary medical services performers prepared by the Health Board in accordance with Regulations made under section 17P of the National Health Service (Scotland) Act 1978;
	(c) A registered nurse who is employed by the Health Board or by a person or body with which the





Current Scheme Provisions	Amended Scheme Provisions
	Health Board has entered into a general medical services contract; and
	(d) A registered medical practitioner employed by the Health Board and not providing primary medical services.
	9.3.7 The Clinical and Adult Social Work Governance Group will be represented on the established clinical and professional forums/groups of both the Council and NHS Grampian to address matters of risk, safety and quality.
	9.3.8 A Schematic showing the Clinical and Adult Social Work Governance Group's relationship to the NHS Grampian Clinical Governance Committee and the health board is set out in the organisational governance document.
	9.3.9 A Schematic is not available for the Council's assurance mechanisms, since this does not have a similar structure. If the Chief Social Work Officer is not a member of the Clinical and Adult Social Work Governance Group, then that Group will provide such information as may be required by the Chief Social Work Officer to provide him/her with the necessary assurance regarding the arrangements for social care governance for integrated services. In turn, the Chief Social Work Officer may then report to the Council to provide any necessary assurance as required.





Current Scheme Provisions	Amended Scheme Provisions
	9.3.10 The NHS Grampian Area Clinical Forum (and clinical advisory structure), Managed Clinical and Care Networks, Local Medical Committees, other appropriate professional groups, and the Adult and Child Protection Groups and the clinical advisory structure will be available to provide clinical and professional advice to the IJB
Staff Governance	Staff Governance
Summary of Changes	(1) 9.4.3 – Amended to reflect the fact that Whistleblowing policies are now in place and are regularly reviewed.
9.4.1 The Parties will ensure that staff working in integrated services have the right training and education required to deliver professional standards of care and meet any professional regulatory requirements.	9.4.1 The Parties will ensure that staff working in integrated services have the right training and education required to deliver professional standards of care and meet any professional regulatory requirements.
9.4.2 The IJB and the Parties shall ensure that staff will be supported if they raise concerns relating to practice that endangers the safety of service users and other wrong doing in line with local policies and regulatory requirements.	9.4.2 The IJB and the Parties shall ensure that staff will be supported if they raise concerns relating to practice that endangers the safety of service users and other wrong doing in line with local policies and regulatory requirements. There are appropriate Whistleblowing policies in place that are regularly reviewed.
9.4.3 Staff employed by NHS Grampian are bound to follow the NHS Staff Governance Standard. This Standard is recognised as being very laudable and the IJB will ensure it is adopted for all staff involved in the delivery of integrated services. The Staff Governance Standard requires all NHS Boards to demonstrate that staff are:	9.4.3 Staff employed by NHS Grampian are bound to follow the NHS Staff Governance Standard. This Standard is recognised as being very laudable and the IJB will ensure it is adopted for all staff involved in the delivery of integrated services. The Staff Governance Standard requires all NHS Boards to demonstrate that staff are:





Current Scheme Provisions	Amended Scheme Provisions
 Well informed; Appropriately trained and developed; Involved in decisions which affect them; Treated fairly and consistently, with dignity and respect, in an environment where diversity is valued; and Provided with a continuously improving and safe working environment, promoting the health and wellbeing of staff, patients and the wider community. 9.4.4 The Standard places a reciprocal duty on staff to: Keep themselves up to date with developments relevant to their job within the organisation; Commit to continuous personal and professional development; Adhere to the standards set by their regulatory bodies; Actively participate in discussions on issues that affect them either directly or via their trade union/professional organisation; Treat all staff and patients with dignity and respect while valuing diversity; and Ensure that their actions maintain and promote the health, safety and wellbeing of all staff, patients and carers. 	 Well informed; Appropriately trained and developed; Involved in decisions which affect them; Treated fairly and consistently, with dignity and respect, in an environment where diversity is valued; and Provided with a continuously improving and safe working environment, promoting the health and wellbeing of staff, patients and the wider community. 9.4.4 The Standard places a reciprocal duty on staff to: Keep themselves up to date with developments relevant to their job within the organisation; Commit to continuous personal and professional development; Adhere to the standards set by their regulatory bodies; Actively participate in discussions on issues that affect them either directly or via their trade union/professional organisation; Treat all staff and patients with dignity and respect while valuing diversity; and Ensure that their actions maintain and promote the health, safety and wellbeing of all staff, patients and carers.
Interaction with the IJB, Strategic Planning Group and Localities	
Summary of Changes	(1) Section deleted and moved to 9.3 above as better fit.
9.5.1 An Integrated Clinical and Professional Governance Group will be established by the Parties to oversee the clinical and professional governance arrangements for integrated services. It will be co-chaired by a senior member of the social work team and the Clinical Lead of the IJB. The	





Current Scheme Provisions	Amended Scheme Provisions
Integrated Clinical and Professional Governance Group will have membership of senior professionals which shall be representative of the range of professional groups involved in delivering health and social care services. This shall include at least one lead from each of the Parties' senior professional staff, which may be the Chief Social Work Officer and Nursing and Medical Directors.	
9.5.3 The role, remit and membership of the Integrated Professional Governance Group shall be developed between April 2015 and April 2016 and shall be set out in a separate document for the IJB to consider for approval, and which may be reviewed and amended by the IJB.	
9.5.4 The Integrated Clinical and Professional Governance Group will provide clinical health care and professional social work advice to the IJB, the Strategic Planning Group, the Chief Officer and any professional groups established in localities as and when required. This can be done through the Chairs of the Integrated Clinical and Professional Governance Group (or such other appropriate members) informing and advising the IJB, the Strategic Planning Group, the Chief Officer and any other Group, Committee or locality of the IJB as and when required.	
9.5.5 The IJB and the Chief Officer shall also be able to obtain clinical and professional advice from the IJB non-voting membership, which shall include (subject to any amendment of the IJB Order):	





Current Scheme Provisions	Amended Scheme Provisions
(e) the Chief Social Work Officer	
(f) A registered medical practitioner whose name is	
included in the list of primary medical services	
performers prepared by the Health Board in	
accordance with Regulations made under section	
17P of the National Health Service (Scotland) Act	
1978;	
(g) A registered nurse who is employed by the Health	
Board or by a person or body with which the Health	
Board has entered into a general medical services	
contract; and (b) A registered medical practitioner employed by the	
(h) A registered medical practitioner employed by the Health Board and not providing primary medical	
services.	
9.5.6 The Integrated Clinical and Professional Governance Group will be represented on the established clinical and professional forums/groups of both the Council and NHS Grampian to address matters of risk, safety and quality. The Integrated Clinical and Professional Governance Group will be aligned with both Parties' arrangements.	
9.5.7 A Schematic showing the Integrated Clinical and Professional Governance Group's relationship to the NHS Grampian Clinical Governance Committee and the health board is set out in a separate document.	
9.5.8 A Schematic is not available for the Council's assurance mechanisms, since this does not have a similar structure. If the Chief Social Work Officer is not a member of the Integrated Clinical and Professional Governance Group,	





Current Scheme Provisions	Amended Scheme Provisions
then that Group will provide such information as may be required by the Chief Social Work Officer to provide him/her with the necessary assurance regarding the arrangements for social care governance for integrated services. In turn, the Chief Social Work Officer may then report to the Council to provide any necessary assurance as required.	
9.5.9 The NHS Grampian Area Clinical Forum (and clinical advisory structure), Managed Clinical and Care Networks, Local Medical Committees, other appropriate professional groups, and the Adult and Child Protection Groups and the clinical advisory structure will be available to provide clinical and professional advice to the IJB.	
Professional Leadership	Professional Leadership
Summary of Changes	(1) Section renumbered as a result of previous changes.
9.6.1 The Act does not change the professional regulatory framework within which health and social care professionals work, or the established professional accountabilities that are currently in place within the NHS and local government. The Act through drawing together the planning and delivery of services aims to better support the delivery of improved outcomes for the individuals who receive care and support across health and social care.	9.5.1 The Act does not change the professional regulatory framework within which health and social care professionals work, or the established professional accountabilities that are currently in place within the NHS and local government. The Act through drawing together the planning and delivery of services aims to better support the delivery of improved outcomes for the individuals who receive care and support across health and social care.
9.6.2 Medical Directors and Nursing Directors are ministerial appointments made through health boards to oversee systems of professional and clinical governance within the Health Board. Their professional responsibilities supersede their responsibilities to their employer. These Directors	9.5.2 Medical Directors and Nursing Directors are ministerial appointments made through health boards to oversee systems of professional and clinical governance within the Health Board. Their professional responsibilities supersede their responsibilities to their employer. These Directors





Current Scheme Provisions	Amended Scheme Provisions
continue to hold responsibility for the actions of NHS	continue to hold responsibility for the actions of NHS
Grampian clinical staff who deliver care through integrated	Grampian clinical staff who deliver care through integrated
services. They, in turn, continue to attend the NHS	services. They, in turn, continue to attend the NHS
Grampian Clinical Governance Committee which oversees	Grampian Clinical Governance Committee which oversees
the clinical governance arrangements of all services	the clinical governance arrangements of all services
delivered by health care staff employed by NHS Grampian.	delivered by health care staff employed by NHS Grampian.
9.6.3 In addition to the Integrated Clinical and Professional	9.5.3 In addition to the Clinical and Adult Social Work
Governance Group, advice can be provided to the IJB and	Governance Group, advice can be provided to the IJB and
the Strategic Planning Group through the Clinical Executive	the Strategic Planning Group through the Clinical Executive
Directors of NHS Grampian and the Chief Social Work	Directors of NHS Grampian and the Chief Social Work
Officer of the Council on professional / workforce, clinical /	Officer of the Council on professional / workforce, clinical /
care and social care / social work governance matters	care and social care / social work governance matters
relating to the development, delivery and monitoring of the	relating to the development, delivery and monitoring of the
Strategic Plan, including the development of integrated	Strategic Plan, including the development of integrated
service arrangements. The professional leads of the Parties	service arrangements. The professional leads of the Parties
can provide advice and raise issues directly with the IJB	can provide advice and raise issues directly with the IJB
either in writing or through the representatives that sit on the	either in writing or through the representatives that sit on the
IJB. The IJB will respond in writing to these issues where	IJB. The IJB will respond in writing to these issues where
asked to do so by the Parties.	asked to do so by the Parties.
9.6.4 The key principles for professional leadership are as follows:	9.5.4 The key principles for professional leadership are as follows:
 Job descriptions will reflect the level of professional	 Job descriptions will reflect the level of professional
responsibility at all levels of the workforce explicitly. The IJB will name the Clinical Lead and ensure	responsibility at all levels of the workforce explicitly. The IJB will name the Clinical Lead and ensure
representation of professional representation and assurance	representation of professional representation and assurance
from both health and social care. The Nurse and Medical	from both health and social care. The Nurse and Medical
Directors will continue to have professional managerial	Directors will continue to have professional managerial
responsibility.	responsibility.





Current Scheme Provisions	Amended Scheme Provisions
All service development and redesign will outline participation of professional leadership from the outset, and this will be evidenced in all IJB papers.	 All service development and redesign will outline participation of professional leadership from the outset, and this will be evidenced in all IJB papers.
The effectiveness of the professional leadership principles will be reviewed annually.	The effectiveness of the professional leadership principles will be reviewed annually.
Chief Officer	Chief Officer
Summary of Changes	 (1) 10.4 – Amended to reflect the fact that the IJB's Governance Handbook is in place and may be reviewed. (2) 10.11 – Added to reflect the role of the Chief Officer in terms of their working arrangements with others to ensure consistency of approach. (3) 10.12 – Added to reflect governance arrangements in terms of the appointment of an Interim Chief Officer.
10. Chief Officer 10.1 The IJB shall appoint a Chief Officer in accordance with section 10 of the Act.	10. Chief Officer 10.1 The IJB shall appoint a Chief Officer in accordance with section 10 of the Act.
The arrangements in relation to the Chief Officer agreed by the Parties are:	The arrangements in relation to the Chief Officer agreed by the Parties are:
10.2 The Chief Officer will be a member of the appropriate senior management teams of NHS Grampian Health Board and the Council. This will enable the Chief Officer to work with senior management of both Parties to carry out the functions of the IJB in accordance with the Strategic Plan.	10.2 The Chief Officer will be a member of the appropriate senior management teams of NHS Grampian Health Board and the Council. This will enable the Chief Officer to work with senior management of both Parties to carry out the functions of the IJB in accordance with the Strategic Plan.
10.3 The Chief Officer will be line managed by the Chief Executives of the Parties.	10.3 The Chief Officer will be line managed by the Chief Executives of the Parties.





Current Scheme Provisions	Amended Scheme Provisions
10.4 The Chief Officer will be responsible for the operational management of integrated services, other than those listed in Annex 4 or those hosted by another integration authority. Further arrangements in relation to the Chief Officer's responsibilities for operational management and strategic planning will be set out in a separate document, which the IJB shall consider for approval and which it may amend.	10.4 The Chief Officer will be responsible for the operational management of integrated services, other than those listed in Annex 4 or those hosted by another integration authority. Further arrangements in relation to the Chief Officer's responsibilities are laid out in the IJB's Governance Handbook which may be amended by time to time by the IJB.
10.5 The Chief Officer shall be accountable to the IJB for the management of integrated services for which the IJB has operational oversight. Accountability of the Chief Officer may be ensured by the IJB through appropriate scrutiny and monitoring of the delivery of integrated services under the Chief Officer's management, if necessary through an appropriate governance framework that the IJB may put in place.	10.5 The Chief Officer shall be accountable to the IJB for the management of integrated services for which the IJB has operational oversight. Accountability of the Chief Officer may be ensured by the IJB through appropriate scrutiny and monitoring of the delivery of integrated services under the Chief Officer's management, if necessary through an appropriate governance framework that the IJB may put in place.
10.6 The Chief Officer will be responsible for the development and monitoring of operational plans which set out the mechanism for the delivery of the Strategic Plan.	10.6 The Chief Officer will be responsible for the development and monitoring of operational plans which set out the mechanism for the delivery of the Strategic Plan.
10.7 The Chief Executive of NHS Grampian will be the Accountable Officer for the delivery of the acute services that the IJB has strategic planning responsibility for and will provide updates to the Chief Officer on the operational delivery of integrated services provided within those acute hospitals and the set aside budget on a regular basis.	10.7 The Chief Executive of NHS Grampian will be the Accountable Officer for the delivery of the acute services that the IJB has strategic planning responsibility for and will provide updates to the Chief Officer on the operational delivery of integrated services provided within those acute hospitals and the set aside budget on a regular basis.
10.8 The Chief Officer will have a formal relationship with the acute sector management team to determine that	10.8 The Chief Officer will have a formal relationship with the portfolio management team for acute services to





Current Scheme Provisions	Amended Scheme Provisions
appropriate progress is made on the delivery of the Strategic Plan. The Chief Officer will meet with the General Manager of Acute Services under chairmanship of the Chief Executive of NHS Grampian on a monthly basis at the NHS Grampian Operational Management Board. It is anticipated that these meetings will also be attended by the Chief Officers of Aberdeen City and Moray integration authorities.	determine that appropriate progress is made on the delivery of the Strategic Plan. The Chief Officer will meet with the Portfolio Executive Leads for acute services under chairmanship of the Chief Executive of NHS Grampian on a weekly basis at the NHS Grampian Chief Executive Team. These meetings are also be attended by the Chief Officers of Aberdeen City and Moray integration authorities.
10.9 The Chief Officer will develop close working relationships with elected members of the Council and non-executive and executive NHS Grampian board members.	10.9 The Chief Officer will develop close working relationships with elected members of the Council and non-executive and executive NHS Grampian board members.
10.10 The Chief Officer will establish and maintain effective working relationships with a range of key stakeholders across NHS Grampian, the Council, the third and independent sectors, service users and carers, the Scottish Government, trade unions and relevant professional organisations.	10.10 The Chief Officer will establish and maintain effective working relationships with a range of key stakeholders across NHS Grampian, the Council, the third and independent sectors, service users and carers, the Scottish Government, trade unions and relevant professional organisations.
	10.11 The Chief Officer will work with trade unions, staff side representatives and professional organisations to ensure a consistent approach to their continued involvement in the integration of health and social care.
	10.12 For planned absences of the Chief Officer, and on the request of the IJB, the Chair of the IJB and the Chief Officer will agree a suitable interim Chief Officer. For unplanned absences and on the request of the IJB the Parties' Chief Executives will work with the Chair of the IJB to identify a suitable interim Chief Officer.





Current Scheme Provisions	Amended Scheme Provisions
Workforce	Workforce
Summary of Changes	 (1) 11.2 – Amended to reflect current practice and remove reference to the initial arrangements. (2) 11.3 – Amended to reflect current practice and remove reference to the initial arrangements.
11.1 The employment status of staff will not change as a result of this Scheme i.e. staff will continue to be employed by their current employer and retain their current terms and conditions of employment.	11.1 The employment status of staff will not change as a result of this Scheme i.e. staff will continue to be employed by their current employer and retain their current terms and conditions of employment.
11.2 Both NHS Grampian and the Council have Workforce plans, and as the integrated teams are developed, so the integrated Workforce plan will follow. The joint Workforce plan will relate to the development and support to be provided to the workforce who are employed in pursuance of integrated services and functions. The process of developing integrated teams will be initiated during the first	11.2 Both NHS Grampian and the Council have Workforce plans, and as the integrated teams are developed, so the integrated Workforce plan will follow. The joint Workforce plans relate to the development and support to be provided to the workforce who are employed in pursuance of integrated services and functions.
year of the IJB, building on preparatory work initiated in 2014.	11.3 The joint workforce plan will cover the strategic Organisational Development outcomes of the Parties and the IJB, including workforce planning and development. The
11.3 The joint workforce plan will cover the strategic Organisational Development outcomes of the Parties and the IJB, including workforce planning and development. The plan will cover staff communication, staff engagement, staff and team development, leadership development and the training needs for staff that will be responsible for managing integrated teams. This will encourage the development of a healthy organisational culture. The Parties will work together in developing this plan along with stakeholders. The plan will be presented to the IJB for approval by 31 March 2016	plan will cover staff communication, staff engagement, staff and team development, leadership development and the training needs for staff that will be responsible for managing integrated teams. This will encourage the development of a healthy organisational culture. The Parties will work together in developing this plan along with stakeholders. There is an annual workforce plan published in line with national guidance.





Current Scheme Provisions	Amended Scheme Provisions
and will be reviewed as and when required through an agreed process to ensure that it takes account of the development needs of staff. The plan will be put in place as soon as it is approved by the IJB.	
Finance	Finance
12.1 Financial Governance	12.1 Financial Governance
Summary of Changes	(1) 12.1.1 – Amended to reflect current practice and the role of the IJB's Governance Handbook.
12.1.1 Details of financial governance and Financial Regulations are contained in a separate document outwith this Scheme	12.1.1 Details of financial governance and financial regulations are contained in the IJB's Governance Handbook and will be reviewed and amended regularly.
12.2 Payments to the IJB – General	12.2 Payments to the IJB General
Summary of Changes	(1) Section Title - Changed.
12.2.1 The payment made by each Party is not an actual cash transaction for the IJB. There will be a requirement for an actual cash transfer to be made between the Parties to reflect the difference between the payment being made by a Party and the resources delegated by the IJB to that Party to deliver services. Any cash transfer will take place between the Parties monthly in arrears based on the annual budgets set by the Parties and the directions from the IJB. A final transfer will be made at the end of the financial year on closure of the annual accounts of the IJB to reflect in-year budget adjustments agreed.	12.2.1 The payment made by each Party is not an actual cash transaction for the IJB. There will be a requirement for an actual cash transfer to be made between the Parties to reflect the difference between the payment being made by a Party and the resources delegated by the IJB to that Party to deliver services. Any cash transfer will take place between the Parties monthly in arrears based on the annual budgets set by the Parties and the directions from the IJB. A final transfer will be made at the end of the financial year on closure of the annual accounts of the IJB to reflect in-year budget adjustments agreed.
12.2.2 Resource Transfer – The existing resource transfer arrangements will cease upon establishment of the IJB and instead NHS Grampian will include the equivalent sum in its	12.2.2 Resource Transfer – The existing resource transfer arrangements will cease upon establishment of the IJB and instead NHS Grampian will include the equivalent sum in its





Current Scheme Provisions	Amended Scheme Provisions
budget allocation to the IJB. The Council payment to the IJB will accordingly be reduced to reflect this adjustment.	budget allocation to the IJB. The Council payment to the IJB will accordingly be reduced to reflect this adjustment.
12.2.3 Value Added Tax (VAT) – the budget allocations made will reflect the respective VAT status and treatments of the Parties. In general terms budget allocations by the Council will be made net of tax to reflect its status as a Section 33 body in terms of the Value Added Tax Act 1994 and those made by NHS Grampian will be made gross of tax to reflect its status as a Section 41 body in terms of the Value Added Tax Act 1994.	12.2.3 Value Added Tax (VAT) – the budget allocations made will reflect the respective VAT status and treatments of the Parties. In general terms budget allocations by the Council will be made net of tax to reflect its status as a Section 33 body in terms of the Value Added Tax Act 1994 and those made by NHS Grampian will be made gross of tax to reflect its status as a Section 41 body in terms of the Value Added Tax Act 1994.
12.3 Payments to the IJB – 1 st Financial Year	12.3 Payments to the IJB – 1 st Financial Year
Summary of Changes	(1) Section removed as this is no longer relevant after the IJB has been established.
12.3.1 Each Party will follow their existing budget setting process in setting budgets for delegated functions for the financial year commencing 1 April 2016, giving due consideration of recent past performance and existing plans. The outcome of this process will be to set a recurring budget for the IJB for delegated functions as at 1 April 2016.	
12.3.2 In doing so, the Parties will treat budget setting for delegated functions in a manner which is consistent with their budget setting process for other services provided by the Parties (i.e. the fact that delegated functions will become integrated should not influence the way in which budgets are set for delegated functions). Appropriate due diligence will be carried out by the IJB and Parties. This process will be transparent and the assumptions underlying the budgets must be	





Amended Scheme Provisions
12.4 Payments to the IJB - 2nd Financial year onwards
No changes made in respect of this section.
12.4.1 The payment that will be determined by each Party requires to be agreed in advance of the start of the financial year. Each Party agrees that the baseline payment to the IJB for delegated functions will be formally advised to the IJB and the other Party by 28th February each year.
12.4.2 In subsequent years, the Chief Officer and the Chief Finance Officer of the IJB will develop a case for the Integrated Budget based on the Strategic Plan and present it to the Council and NHS Grampian for consideration as part of the annual budget setting process, in accordance with the timescales contained therein. The case should be evidence based with full transparency on its assumptions and analysis of changes, covering factors such as activity changes, cost inflation, efficiencies, legal requirements, transfers to / from the "set aside" budget for hospital services and equity of resource allocation.





Current Scheme Provisions	Amended Scheme Provisions
Parties in accordance with their own processes for budget setting.	12.4.3 The final payment into the IJB will be agreed by the Parties in accordance with their own processes for budget setting.
12.4.4 The IJB will approve and provide direction to the	
Parties by 31st March each year regarding the functions that are being directed, how they are to be delivered and the resources to be used in delivery.	12.4.4 The IJB will approve and provide direction to the Parties by 31st March each year regarding the functions that are being directed, how they are to be delivered and the resources to be used in delivery.
12.5 Method for determining the amount set aside for hospital services	12.5 Method for determining the amount set aside for hospital services
Summary of Changes	No changes made in respect of this section.
12.5.1 The IJB will be responsible for strategic planning, in partnership with the hospital sector, of those hospital services most commonly associated with the emergency care pathway.	12.5.1 The IJB will be responsible for strategic planning, in partnership with the hospital sector, of those hospital services most commonly associated with the emergency care pathway.
12.5.2 The IJB and the hospital sector will agree a method for establishing the amount to be set aside for services that are delivered in a large hospital as part of the emergency care pathway which will show consumption by the residents of the IJB.	12.5.2 The IJB and the hospital sector will agree a method for establishing the amount to be set aside for services that are delivered in a large hospital as part of the emergency care pathway which will show consumption by the residents of the IJB.
12.5.3 The method of establishing the set aside budget will take account of hospital activity data and cost information. Hospital activity data will reflect actual occupied bed day and admissions information, together with any planned changes in activity and case mix.	12.5.3 The method of establishing the set aside budget will take account of hospital activity data and cost information. Hospital activity data will reflect actual occupied bed day and admissions information, together with any planned changes in activity and case mix.
Financial Management of the IJB	Financial Management of the IJB





Current Scheme Provisions	Amended Scheme Provisions
Summary of Changes	12.6.2 – Amended to reflect the fact that the Chief Officer's role and responsibilities are set out in the Governance Handbook.
12.6.1 The Council will host the financial transactions specific to the IJB.	12.6.1 The Council will host the financial transactions specific to the IJB.
12.6.2 The IJB will appoint a Chief Finance Officer who will be accountable for the annual accounts preparation (including gaining the assurances required for the governance statement) and financial planning (including the financial section of the Strategic Plan) and will provide financial advice and support to the Chief Officer and the IJB. The Chief Finance Officer will also be responsible for the production of the annual financial statement (Section 39).	12.6.2 The IJB has appointed a Chief Finance Officer who is accountable for the annual accounts preparation (including gaining the assurances required for the governance statement) and financial planning (including the financial section of the Strategic Plan) and will provide financial advice and support to the Chief Officer and the IJB. The Chief Finance Officer will also be responsible for the production of the annual financial statement (Section 39). The Chief Officer's role and responsibilities are clearly set out in the Governance Handbook.
 12.6.3 As part of the process of preparing the annual accounts of the IJB the Chief Finance Officer of the IJB will be responsible for agreeing balances between the IJB and Parties at the end of the financial year and for agreeing details of transactions between the IJB and Parties during the financial year. The Chief Finance Officer of the IJB will also be responsible for provision of other information required by the Parties to complete their annual accounts including Group Accounts. 12.6.4 Recording of all financial information in respect of the IJB and Parties are used to be an used to be a set of the IJB and Parties to the IJB and Parties and Parties to the IJB and Parties to complete the parties to complete the parties to complete the parties to parties to complete the parties to parties to parties to parties to parties to parties to parties the parties to parties the parties to parties	 12.6.3 As part of the process of preparing the annual accounts of the IJB the Chief Finance Officer of the IJB will be responsible for agreeing balances between the IJB and Parties at the end of the financial year and for agreeing details of transactions between the IJB and Parties during the financial year. The Chief Finance Officer of the IJB will also be responsible for provision of other information required by the Parties to complete their annual accounts including Group Accounts. 12.6.4 Recording of all financial information in respect of the IJB and Parties and I and I
integrated services will be in the financial ledger of the Party which is delivering the services on behalf of the IJB.	integrated services will be in the financial ledger of the Party which is delivering the services on behalf of the IJB.





Current Scheme Provisions	Amended Scheme Provisions
12.6.5 The Parties will provide the required financial administration to enable the transactions for delegated functions (e.g. payment of suppliers, payment of staff, raising of invoices etc.) to be administered and financial reports to be provided to the Chief Finance Officer of the	12.6.5 The Parties will provide the required financial administration to enable the transactions for delegated functions (e.g. payment of suppliers, payment of staff, raising of invoices etc.) to be administered and financial reports to be provided to the Chief Finance Officer of the
IJB. The Parties will not charge the IJB for this service.	IJB. The Parties will not charge the IJB for this service.
12.7 Financial reporting to the IJB and the Chief Officer	12.7 Financial reporting to the IJB and the Chief Officer
Summary of Changes	(1) 12.7.2 - Amended to reflect current practice removing mention of requirement for information to be provided on at least a quarterly basis.
12.7.1 Financial reports for the IJB will be prepared by the Chief Finance Officer of the IJB. The format and frequency of the reports to be agreed by the IJB, the Council and NHS Grampian, but will be at least on a quarterly basis. The Director of Finance of NHS Grampian and the Section 95 Officer of the Council will work with the Chief Finance Officer of the IJB to ensure that the information that is required to produce such reports can be provided.	12.7.1 Financial reports for the IJB will be prepared by the Chief Finance Officer of the IJB. The format and frequency of the reports to be agreed by the IJB, the Council and NHS Grampian, but will be at least on a quarterly basis. The Director of Finance of NHS Grampian and the Section 95 Officer of the Council will work with the Chief Finance Officer of the IJB to ensure that the information that is required to produce such reports can be provided.
12.7.2 To assist with the above the Parties will provide information to the Chief Finance Officer of the IJB regarding costs incurred by them on a monthly basis for services directly managed by the IJB. Similarly, NHS Grampian will provide the IJB with information on use of the amounts set aside for hospital services. This information will focus on patient activity levels and not include unit costs; the frequency will be agreed with the IJB, but will be at least quarterly.	12.7.2 To assist with the above the Parties will provide information to the Chief Finance Officer of the IJB regarding costs incurred by them on a monthly basis for services directly managed by the IJB. Similarly, NHS Grampian will provide the IJB with information on use of the amounts set aside for hospital services. This information will focus on patient activity levels and not include unit costs.





Current Scheme Provisions	Amended Scheme Provisions
 12.7.3 The Chief Finance Officer of the IJB will agree a timetable for the preparation of the annual accounts with the Director of Finance of NHS Grampian and the Section 95 Officer of the Council. The timetable for production of the annual accounts of the IJB will be set following the issue of further guidance from the Scottish Government. 12.7.4 In order to give assurance to the Parties that the delegated budgets are being used for their intended purposes, financial monitoring reports will be produced for the Parties in accordance with timetables to be agreed at the start of each financial year. The format of such reports will be agreed by the Director of Finance of NHS Grampian and the Section 95 Officer of the IJB. 	 12.7.3 The Chief Finance Officer of the IJB will agree a timetable for the preparation of the annual accounts with the Director of Finance of NHS Grampian and the Section 95 Officer of the Council. The timetable for production of the annual accounts of the IJB will be set following the issue of further guidance from the Scottish Government. 12.7.4 In order to give assurance to the Parties that the delegated budgets are being used for their intended purposes, financial monitoring reports will be produced for the Parties in accordance with timetables to be agreed at the start of each financial year. The format of such reports will be agreed by the Director of Finance of NHS Grampian and the Section 95 Officer of the IJB.
12.8 The process for addressing in-year variations in the spending of the IJB	12.8 The process for addressing in-year variations in the spending of the IJB
12.8.1 Increases in payment by Parties to the IJB	12.8.1 Increases in payment by Parties to the IJB
12.8.1 Increases in payment by Parties to the IJB Summary of Changes	
	12.8.1 Increases in payment by Parties to the IJB
Summary of Changes 12.8.1.1 The Parties may increase in-year the payments to the IJB for the delegated services with the agreement of the	12.8.1 Increases in payment by Parties to the IJB No changes made in respect of this section.12.8.1.1 The Parties may increase in-year the payments to the IJB for the delegated services with the agreement of the
Summary of Changes 12.8.1.1 The Parties may increase in-year the payments to the IJB for the delegated services with the agreement of the IJB.	12.8.1 Increases in payment by Parties to the IJB No changes made in respect of this section. 12.8.1.1 The Parties may increase in-year the payments to the IJB for the delegated services with the agreement of the IJB.





Current Scheme Provisions	Amended Scheme Provisions
resulting in significant unplanned costs for the Party. In such exceptional circumstances the following escalation process would be followed before any reduction to the in-year payment to the IJB was agreed:-	resulting in significant unplanned costs for the Party. In such exceptional circumstances the following escalation process would be followed before any reduction to the in-year payment to the IJB was agreed:-y
a) The Party would seek to manage the unplanned costs within its own resources, including the application of reserves where applicable.	a) The Party would seek to manage the unplanned costs within its own resources, including the application of reserves where applicable.
b) Each Party would need to approve any decision to seek to reduce the in-year payment to the IJB.	 b) Each Party would need to approve any decision to seek to reduce the in-year payment to the IJB.
c) Any final decision would need to be agreed by the Chief Executives of both Parties and by the Chief Officer of the IJB, and be ratified by the Parties and the IJB.	c) Any final decision would need to be agreed by the Chief Executives of both Parties and by the Chief Officer of the IJB, and be ratified by the Parties and the IJB.
12.8.3 Variations to the planned payments by the IJB	12.8.3 Variations to the planned payments by the IJB
Summary of Changes	No changes made in respect of this section.
12.8.3.1 The Chief Officer is expected to deliver the agreed outcomes within the total delegated resources of the IJB. Where a forecast overspend against an element of the operational budget emerges during the financial year, in the first instance it is expected that the Chief Officer, in conjunction with the Chief Finance Officer of the IJB, will agree corrective action with the IJB.	12.8.3.1 The Chief Officer is expected to deliver the agreed outcomes within the total delegated resources of the IJB. Where a forecast overspend against an element of the operational budget emerges during the financial year, in the first instance it is expected that the Chief Officer, in conjunction with the Chief Finance Officer of the IJB, will agree corrective action with the IJB.
2.8.3.2 If this does not resolve the overspending issue then the Chief Officer, the Chief Finance Officer of the IJB and the Director of Finance of NHS Grampian and the Section	2.8.3.2 If this does not resolve the overspending issue then the Chief Officer, the Chief Finance Officer of the IJB and the Director of Finance of NHS Grampian and the Section





Current Scheme Provisions	Amended Scheme Provisions
95 Officer of the Council must agree a recovery plan to balance the overspending budget.	95 Officer of the Council must agree a recovery plan to balance the overspending budget.
12.8.4 IJB Overspend against payments	12.8.4 IJB Overspend against payments
Summary of Changes	(1) Section updated to remove reference to the arrangements for the first financial year as this is no longer relevant since the establishment of the IJB.
12.8.4.1 In the event that the recovery plan is unsuccessful and an overspend is evident at the year-end, uncommitted reserves held by the IJB, in line with the reserves policy, would firstly be used to address any overspend.	12.8.4.1 In the event that the recovery plan is unsuccessful and an overspend is evident at the year-end, uncommitted reserves held by the IJB, in line with the reserves policy, would firstly be used to address any overspend.
12.8.4.2 In the event that an overspend is evident following the application of reserves, the following arrangements will apply for addressing that overspend:-	12.8.4.2 In the event that an overspend is evident following the application of reserves, the following arrangements will apply for addressing that overspend:-
12.8.4.3 In the first complete financial year of the IJB – the	12.8.4.3 The overspend will be met by either:
overspend will be met by the Party to which the spending Direction for service delivery is given i.e. the Party with operational responsibility for the service.	a) A single Party may make an additional one off payment to the IJB,
12.8.4.4 In future years of the IJB, either:	or
a) A single Party may make an additional one off payment to the IJB,	b) The Parties may jointly make additional one off payments to the IJB in order to meet the overspend. The split of one off payments between Parties in this circumstance will be
or	based on each Party's proportionate share of the baseline payment to the IJB, regardless of in which arm of the
b) The Parties may jointly make additional one off payments to the IJB in order to meet the overspend. The split of one	operational budget the overspend has occurred in.





Current Scheme Provisions	Amended Scheme Provisions
off payments between Parties in this circumstance will be based on each Party's proportionate share of the baseline payment to the IJB, regardless of in which arm of the operational budget the overspend has occurred in.	12.8.4.5 The recovery plan may include provision for the Parties to recover any such additional one off payments from their baseline payment to the IJB in the next financial year.
12.8.4.5 The recovery plan may include provision for the Parties to recover any such additional one off payments from their baseline payment to the IJB in the next financial year.	12.8.4.6 The arrangement to be adopted will be agreed by the Parties.
12.8.4.6 The arrangement to be adopted will be agreed by the Parties.	
12.8.5 IJB underspend against payments	12.8.5 IJB underspend against payments
Summary of Changes	(1) 12.8.5.2 – Updated to reflect current practice and the fact that there is an approved IJB Reserves Policy in place.
12.8.5.1 In the event of a forecast underspend the IJB will require to decide whether this results in a redetermination of payment or whether surplus funds will contribute to the IJB's reserves.	12.8.5.1 In the event of a forecast underspend the IJB will require to decide whether this results in a redetermination of payment or whether surplus funds will contribute to the IJB's reserves.
12.8.5.2 The Chief Officer and Chief Finance Officer of the IJB will prepare a reserves policy for the IJB, which requires the approval of the IJB and the Director of Finance of NHS Grampian and the Section 95 Officer of the Council. The reserves policy will be reviewed on a periodic basis.	12.8.5.2 The Chief Officer and Chief Finance Officer of the IJB will review the previously IJB approved Reserves Policy on a periodic basis.
12.8.5.3 In the event of a return of funds to the Parties, the split of returned payments between Parties will be based on each Party's proportionate share of the baseline payment to	12.8.5.3 In the event of a return of funds to the Parties, the split of returned payments between Parties will be based on each Party's proportionate share of the baseline payment to





Current Scheme Provisions	Amended Scheme Provisions
the IJB, regardless of which arm of the operational budget the underspend occurred in.	the IJB, regardless of which arm of the operational budget the underspend occurred in.
12.8.6 Planned Changes in Large Hospital Services	12.8.6 Planned Changes in Large Hospital Services
Summary of Changes	No changes made in respect of this section.
12.8.6.1 The IJB and the hospital sector will agree a methodology for the financial consequences of planned changes in capacity for set aside budgets in large hospital services.	12.8.6.1 The IJB and the hospital sector will agree a methodology for the financial consequences of planned changes in capacity for set aside budgets in large hospital services.
 12.8.6.2 Planned changes in capacity for large hospital services will be outlined in the IJB Strategic Plan. A financial plan (reflecting any planned capacity changes) will be developed and agreed that sets out the capacity and resource levels required for the set aside budget for the IJB and the hospital sector, for each year. The financial plan will take account of :- activity changes based on demographic change; agreed activity changes from new interventions; cost behaviour; hospital efficiency and productivity targets; an agreed schedule for timing of additional resource / resource released. 	 12.8.6.2 Planned changes in capacity for large hospital services will be outlined in the IJB Strategic Plan. A financial plan (reflecting any planned capacity changes) will be developed and agreed that sets out the capacity and resource levels required for the set aside budget for the IJB and the hospital sector, for each year. The financial plan will take account of :- activity changes based on demographic change; agreed activity changes from new interventions; cost behaviour; hospital efficiency and productivity targets; an agreed schedule for timing of additional resource / resource released.
12.8.6.3 The process for making adjustments to the set aside resource to reflect variances in performance against plan will be agreed by the IJB and the Health Board. Changes will not be made in year and any changes will be made by annual adjustments to the Strategic Plan of the IJB.	12.8.6.3 The process for making adjustments to the set aside resource to reflect variances in performance against plan will be agreed by the IJB and the Health Board. Changes will not be made in year and any changes will be made by annual adjustments to the Strategic Plan of the IJB.





Current Scheme Provisions	Amended Scheme Provisions
12.9 Capital	12.9 Capital
12.9.1 The use of capital assets in relation to integration functions	12.9.1 The use of capital assets in relation to integration functions
Summary of Changes	12.9.1.10 – Added to reflect the role of the IJB as a Category 1 Responder under Civil Contingencies legislation.
12.9.1.1 Ownership of capital assets will continue to sit with each Party and capital assets are not part of the payment or "set aside".	12.9.1.1 Ownership of capital assets will continue to sit with each Party and capital assets are not part of the payment or "set aside".
12.9.1.2 If the IJB decides to fund a new capital asset from revenue funds then ownership of the resulting asset shall be determined by the Parties.	12.9.1.2 If the IJB decides to fund a new capital asset from revenue funds then ownership of the resulting asset shall be determined by the Parties.
12.9.1.3 The Strategic Plan will drive the financial strategy and will provide the basis for the IJB to present proposals to the Parties to influence capital budgets and prioritisation.	12.9.1.3 The Strategic Plan will drive the financial strategy and will provide the basis for the IJB to present proposals to the Parties to influence capital budgets and prioritisation.
12.9.1.4 A business case with a clear position on funding is required for any change to the use of existing assets or proposed use of new assets. The Chief Officer of the IJB is to develop business cases for capital investment for consideration by NHS Grampian and the Council as part of their respective capital planning processes.	12.9.1.4 A business case with a clear position on funding is required for any change to the use of existing assets or proposed use of new assets. The Chief Officer of the IJB is to develop business cases for capital investment for consideration by NHS Grampian and the Council as part of their respective capital planning processes.
12.9.1.5 The Chief Officer of the IJB will liaise with the relevant officer within each Party in respect of day to day	12.9.1.5 The Chief Officer of the IJB will liaise with the relevant officer within each Party in respect of day to day





Current Scheme Provisions	Amended Scheme Provisions
asset related matters including any consolidation or relocation of operational teams.	asset related matters including any consolidation or relocation of operational teams.
12.9.1.6 It is anticipated that the Strategic Plan will outline medium term changes in the level of budget allocations for assets used by the IJB that will be acceptable to the Parties.	12.9.1.6 It is anticipated that the Strategic Plan will outline medium term changes in the level of budget allocations for assets used by the IJB that will be acceptable to the Parties.
12.9.1.7 Any profits or loss on sale of an asset will be held by the Parties and not allocated to the IJB.	12.9.1.7 Any profits or loss on sale of an asset will be held by the Parties and not allocated to the IJB.
12.9.1.8 Depreciation budgets for assets used on delegated functions will continue to be held by each Party and not allocated to the IJB operations in scope.	12.9.1.8 Depreciation budgets for assets used on delegated functions will continue to be held by each Party and not allocated to the IJB operations in scope.
12.9.1.9 The management of all other associated running costs (e.g.maintenance, insurance, repairs, rates, utilities) will be subject to local agreement between the Parties and the IJB.	12.9.1.9 The management of all other associated running costs (e.g.maintenance, insurance, repairs, rates, utilities) will be subject to local agreement between the Parties and the IJB.
	12.9.1.10 The IJB is a Category 1 responder in any situation under the Civil Contingencies legislation and arrangements are under review in relation to responsibilities for planning and execution of the plans as and when required. The arrangements will be reviewed regularly and in discussion with the Parties.
13 Participation and Engagement	13. Participation and Engagement
Summary of Changes	(1) Updated to reflect current position looking back at the initial consultation and what has been learned and developed since then.





Current Scheme Provisions	Amended Scheme Provisions
	(2) Updating this section to reflect current practice in terms of
	engagement with others.
	(3) Note: This section will further be updated once the current
	consultation period comes to an end.
13.1 A comprehensive joint consultation on this Scheme	13.1 The original Scheme of Integration was consulted
took place between November 2014 and February 2015. It	on between November 2014 and February 2015 and
was conducted using face to face discussions, by email,	approved by IJB at the end of 2015. A light touch review
telephone conversations and using an online survey.	was carried out after 3 years and the revised Integration
	Scheme published in February 2018.
13.2 The consultation draft Scheme was presented to the	
NHS Grampian Board, six Area Committees of	13.2 Significant learning over the last 4 years has
Aberdeenshire Council and political groups of	improved understanding of the legislation, improved
Aberdeenshire Council.	arrangements around clinical, care and professional
13.3 An "easy read" version of the draft Scheme was	governance, risk management and financial
prepared, to increase understanding and accessibility of the	management. In order to ensure the Integration Scheme
proposed integration arrangements.	reflects this progress a full and comprehensive review
	of the Scheme took place between October 2022 and
13.4 An email address was supplied for people to send their	March 2023.
views and an online survey was created as another option	
for people to give their opinions.	13.3 As part of the review a proportional public
	consultation was carried out to gather views on the
13.5 Principles endorsed by the Scottish Health Council and	revised scheme using a side-by-side method allowing
the National Standards for Community Engagement were	the 2018 Scheme to be compared with the revised
agreed by the Parties and followed in respect of the	version. It was a genuine consultation exercise with all
consultation process, including the following:	views being valued. Where appropriate, responses were
	shared with specific services in relation to the
13.5.1 It was a genuine consultation exercise: the views of	comments made which were outwith the scope of the
all participants were valued.	Integration Scheme.
13.5.2 It was transparent: the results of the consultation	
exercise were published.	





13.4 The Parties will enable the IJB to develop a
Participation and Engagement Strategy by providing
appropriate resources and support. The Participation
and Engagement Strategy shall ensure significant
engagement with, and participation by, members of the
public, representative groups and other organisations in
relation to decisions about the carrying out of
integration functions. The Parties will encourage the IJB
to access existing forums that the Parties have
established, such as Public Partnership Forums,
Community Councils, groups and other networks and
stakeholder groups with an interest in health and social
care.





Current Scheme Provisions	Amended Scheme Provisions
13.7 The Parties will enable the IJB to develop a Participation and Engagement Strategy by providing appropriate resources and support. The Participation and Engagement Strategy shall ensure significant engagement with, and participation by, members of the public, representative groups and other organisations in relation to decisions about the carrying out of integration functions. The Parties will encourage the IJB to access existing forums that the Parties have established, such as Public Partnership Forums, Community Councils, groups and other networks and stakeholder groups with an interest in health and social care. The strategy shall be developed alongside the Strategic Plan and will be presented for approval to the IJB before the end of 2015 and prior to consultation on the Strategic Plan.	
14. Information Sharing and Confidentiality	14. Information Sharing and Confidentiality
Summary of Changes	(1) Updated to reflect current practice removing previous provisions at 14.3 to 14.5.(2) Renumbering as a result of changes.
14.1 The Parties shall agree to an appropriate information sharing accord for the sharing of information in relation to integrated services. The information sharing accord shall set out the principles, policies, procedures and management strategies around which information sharing is carried out. It will encapsulate national and legal requirements.	14.1 The Parties shall agree to an appropriate information sharing accord for the sharing of information in relation to integrated services. The information sharing accord shall set out the principles, policies, procedures and management strategies around which information sharing is carried out. It will encapsulate national and legal requirements.
14.2 The Parties will work together to progress the specific arrangements, practical policies and procedures, designated responsibilities and any additional requirements for the	14.2 The Parties will work together to progress the specific arrangements, practical policies and procedures, designated responsibilities and any additional requirements for the





Current Scheme Provisions	Amended Scheme Provisions
 Current Scheme Provisions sharing of information for any purpose connected with the preparation of an integration scheme, the preparation of a strategic plan or the carrying out of integration functions. These arrangements shall be set out in a separate information sharing protocol. 14.3 The Parties shall be assisted in this process by a Joint Information Sharing Group which shall review an existing joint Grampian Memorandum of Understanding and a separate existing Information Sharing Protocol to see whether these are suitable for the purposes of integration, or whether replacements, modifications or supplements are considered necessary. The Group shall report their findings to the Parties and the IJB. 	 sharing of information for any purpose connected with the preparation of an integration scheme, the preparation of a strategic plan or the carrying out of integration functions. These arrangements shall be set out in a separate information sharing protocol. 14.3 The information sharing accord may be amended or replaced by agreement of the Parties and the IJB. Regard will be taken of the SASPI template when revising or replacing the information sharing accord and the information sharing protocol. 14.4 The Parties will continue to develop information to enable information to
14.4 If the Joint Information Sharing Group consider that a further high level accord or information sharing protocol is required, or if amendments are necessary to existing ones, they shall assist the Parties and the IJB by preparing these and making them available with their recommendation to the IJB in the first instance for comment.	be shared appropriately and effectively between the Parties and the IJB.
14.5 If a new information sharing accord and/or information sharing protocol are necessary, these will be agreed to by the Parties by the time functions are delegated to the IJB. If the existing information sharing accord and/or information sharing protocol do not need to be replaced, then these will continue to be in place for the date that functions are delegated to the IJB.	





Current Scheme Provisions	Amended Scheme Provisions
14.6 The information sharing accord may be amended or replaced by agreement of the Parties and the IJB. Regard will be taken of the SASPI template when revising or replacing the information sharing accord and the information sharing protocol.	
14.7 The Parties will continue to develop information technology systems and procedures to enable information to be shared appropriately and effectively between the Parties and the IJB.	
15 Complaints	15 Complaints
Summary of Changes	No changes made in respect of this section.
15.1 The Parties agree the following arrangements in respect of complaints:	15.1 The Parties agree the following arrangements in respect of complaints:
15.2 Complaints should continue to be made to the Council and NHS Grampian using the existing mechanisms.	15.2 Complaints should continue to be made to the Council and NHS Grampian using the existing mechanisms.
15.3 Complaints can be made to the Parties through any member of staff providing integrated services.	15.3 Complaints can be made to the Parties through any member of staff providing integrated services.
Complaints to the Council can be made in writing to the Feedback Team, Aberdeenshire Council, Woodhill House, Westburn Road, Aberdeen AB16 5GB or by telephone to 0845 6081207 or by email to <u>feedback.team@aberdeenshire.gov.uk</u>	Complaints to the Council can be made in writing to the Feedback Team, Aberdeenshire Council, Woodhill House, Westburn Road, Aberdeen AB16 5GB or by telephone to 0845 6081207 or by email to <u>feedback.team@aberdeenshire.gov.uk</u>





Current Scheme Provisions	Amended Scheme Provisions
Complaints to NHS Grampian can be made in writing to NHS Grampian Feedback Service, Summerfield House, 2 Eday Road, Aberdeen, AB15 6RE or by telephone to 0845 3376338 or by email to <u>nhsgrampian.feedback@nhs.net</u> .	Complaints to NHS Grampian can be made in writing to NHS Grampian Feedback Service, Summerfield House, 2 Eday Road, Aberdeen, AB15 6RE or by telephone to 0845 3376338 or by email to <u>nhsgrampian.feedback@nhs.net</u> .
15.4 The Parties shall communicate with each other in relation to any complaint which requires investigation or input from the other organisation. This shall ensure that complaints procedures operate smoothly and in an integrated and efficient manner for the benefit of the complainant.	15.4 The Parties shall communicate with each other in relation to any complaint which requires investigation or input from the other organisation. This shall ensure that complaints procedures operate smoothly and in an integrated and efficient manner for the benefit of the complainant.
15.5 The Chief Officer will have an overview of complaints made about integrated services and subsequent responses. Complaints about integrated services will be recorded and reported to the Chief Officer on a regular and agreed basis.	15.5 The Chief Officer will have an overview of complaints made about integrated services and subsequent responses. Complaints about integrated services will be recorded and reported to the Chief Officer on a regular and agreed basis.
15.6 The Parties shall support the IJB in developing a process for complaints against the IJB and the Chief Officer which will follow any Scottish Government Guidance.	15.6 The Parties shall support the IJB in developing a process for complaints against the IJB and the Chief Officer which will follow any Scottish Government Guidance.
15.7 The Parties and the IJB will use complaints as a valuable tool for improving services and to identify areas where further staff training may be of benefit.	15.7 The Parties and the IJB will use complaints as a valuable tool for improving services and to identify areas where further staff training may be of benefit.
15.8 The Parties and the IJB will ensure that all staff working in the provision of integrated services are familiar with the complaints procedures and that they can direct individuals to the appropriate complaints procedures.	15.8 The Parties and the IJB will ensure that all staff working in the provision of integrated services are familiar with the complaints procedures and that they can direct individuals to the appropriate complaints procedures.





Current Scheme Provisions	Amended Scheme Provisions
15.9 The complaints procedures will be clearly explained,	15.9 The complaints procedures will be clearly explained,
well-publicised, accessible, will allow for timely recourse and	well-publicised, accessible, will allow for timely recourse and
will sign-post independent	will sign-post independent
advocacy services.	advocacy services.
15.10 The Parties will support the IJB in any aspiration it has	15.10 The Parties will support the IJB in any aspiration it has
to develop a streamlined process for complaints and will	to develop a streamlined process for complaints and will
work with the Chief Officer to ensure that any future	work with the Chief Officer to ensure that any future
arrangements for complaints are clear and integrated	arrangements for complaints are clear and integrated
from the perspective of the complainant. Any material	from the perspective of the complainant. Any material
changes in the complaints procedures will result in the	changes in the complaints procedures will result in the
Scheme being amended using the procedure required by	Scheme being amended using the procedure required by
the Act.	the Act.
15.11 In developing a streamlined process for complaints,	15.11 In developing a streamlined process for complaints,
the Parties shall ensure that all statutory requirements will	the Parties shall ensure that all statutory requirements will
continue to be met, including timescales for responding to	continue to be met, including timescales for responding to
complaints.	complaints.
15.12 In developing a single complaints process, the Parties	15.12 In developing a single complaints process, the Parties
and the IJB will endeavour to develop a uniform way to	and the IJB will endeavour to develop a uniform way to
review unresolved complaints before signalling individuals to	review unresolved complaints before signalling individuals to
the appropriate statutory review authority.	the appropriate statutory review authority.
16 Claims Handling, Liability and Indemnity	16 Claims Handling, Liability and Indemnity
Summary of Changes	No changes made in respect of this section.
16.1 The Parties and the IJB recognise that they could receive a claim arising from or which relates to the work	16.1 The Parties and the IJB recognise that they could receive a claim arising from or which relates to the work





Current Scheme Provisions	Amended Scheme Provisions
undertaken on behalf of the IJB.	undertaken on behalf of the IJB.
16.2 The Parties agree to ensure that any such claims are progressed quickly and in a manner which is equitable between them.	16.2 The Parties agree to ensure that any such claims are progressed quickly and in a manner which is equitable between them.
16.3 So far as reasonably practicable the normal common law and statutory rules relating to liability will apply.	16.3 So far as reasonably practicable the normal common law and statutory rules relating to liability will apply.
16.4 Each Party will assume responsibility for progressing and determining any claim which relates to any act or omission on the part of one of their employees.	16.4 Each Party will assume responsibility for progressing and determining any claim which relates to any act or omission on the part of one of their employees.
16.5 Each Party will assume responsibility for progressing and determining any claim which relates to any heritable property which is owned by them. If there are any heritable properties owned jointly by the Parties, further arrangements for liability will be agreed upon in consultation with insurers.	16.5 Each Party will assume responsibility for progressing and determining any claim which relates to any heritable property which is owned by them. If there are any heritable properties owned jointly by the Parties, further arrangements for liability will be agreed upon in consultation with insurers.
16.6 In the event of any claim against the IJB or in respect of which it is not clear which Party should assume responsibility then the Chief Officer (or his/her representative) will liaise with the Chief Executives of the Parties (or their representatives) and determine which Party should assume responsibility for progressing the claim.	16.6 In the event of any claim against the IJB or in respect of which it is not clear which Party should assume responsibility then the Chief Officer (or his/her representative) will liaise with the Chief Executives of the Parties (or their representatives) and determine which Party should assume responsibility for progressing the claim.
16.7 If a claim is settled by either Party, but it subsequently transpires that liability rested with the other Party, then that Party shall indemnify the Party which settled the claim.	16.7 If a claim is settled by either Party, but it subsequently transpires that liability rested with the other Party, then that Party shall indemnify the Party which settled the claim.





Current Scheme Provisions	Amended Scheme Provisions
16.8 Claims regarding policy and/or strategic decisions made by the IJB shall be the responsibility of the IJB. The IJB may require to engage independent legal advice for such claims.	16.8 Claims regarding policy and/or strategic decisions made by the IJB shall be the responsibility of the IJB. The IJB may require to engage independent legal advice for such claims.
16.9 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 until an agreement is reached as to how the claim should be progressed and determined.	16.9 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 until an agreement is reached as to how the claim should be progressed and determined.
16.10 The IJB will develop a procedure for claims relating to hosted services with the other relevant integration authorities. Such claims may follow a different procedure than as set out above.	16.10 The IJB will develop a procedure for claims relating to hosted services with the other relevant integration authorities. Such claims may follow a different procedure than as set out above.
16.11 Claims which pre-date the establishment of the IJB will be dealt with by the Parties through the procedures used by them prior to integration.	16.11 Claims which pre-date the establishment of the IJB will be dealt with by the Parties through the procedures used by them prior to integration.
17 Risk Management	17 Risk Management
Summary of Changes	(1) Section updated to reflect current practice and reflect the fact that the IJB has an approved Risk Policy and Procedures in place and the role the IJB Audit Committee has in terms of reviewing this as well as the fact that the IJB is also a Category 1 Responder in terms of Civil Contingencies legislation.
17.1 A shared risk management strategy which will include risk monitoring and a reporting process for the Parties and the IJB will be established by the time	17.1 The IJB is responsible for the management of risk in relation to AHSCP operations and as such they will be responsible for the Risk Policy including the





Current Scheme Provisions	Amended Scheme Provisions
functions are delegated to the IJB. In developing this shared	recording, managing and mitigation of risk regardless of
risk management strategy, the Parties will review the shared	whether NHS Grampian or the Council are delivering the
risk management arrangements currently in operation,	service operationally.
including the Parties' own Risk Registers.	
	17.2 The IJB has an agreed Risk Policy and Procedures
17.2 There will be shared risk management across the	which are review by the IJB Audit Committee.
Parties and the IJB for significant risks that impact on	
integrated service provision. The Parties and the IJB will	17.3 A single Risk Register has been developed with the
consider these risks as a matter of course and notify each	IJB. This encompasses both IJB and HSCP risks. This is
other where the risks may have changed.	monitored by the IJB's Clinical and Adult Social Work
	Committee for clinical and care risks and by IJB's Audit
17.3 The Parties will provide the IJB with support, guidance	Committee for resource risks. In addition, the IJB
and advice through their respective Risk Managers, to	reviews the IJB risks annually at IJB development
enable the IJB to develop a fit for purpose	sessions.
risk management strategy to ensure that the risk	
management of the IJB is delivered to a high standard.	17.4 Any changes to the risk management strategy shall
	be requested through formal paper to the IJB.
17.4 Any changes to the risk management strategy shall be	
requested through formal paper to the IJB.	17.5 The IJB will make the Risk Register available to
	NHS Grampian and the Council for the purpose of
17.5 A single Risk Register will be developed for the IJB.	securing assurance for those areas of service delivery
The process to be used in developing a single Risk Register	for which they are responsible.
will involve members of the IJB establishing	47.6 The LIP is a Cotonemy 4 responder in any situation
a risk framework by identifying risks to the development of	17.6 The IJB is a Category 1 responder in any situation
the Strategic Plan. This risk framework will in turn be used	under the Civil Contingencies legislation and
by operational units of integrated services and each unit will	arrangements are in place in relation to responsibilities
require to contribute towards the Risk Register by identifying relevant risks and mitigation of those risks.	for planning and execution of the plans as and when required. Detailed arrangements will be reviewed
1000 1100 1100 1100 1100 1100 1100 110	regularly and in discussion with the Parties.
17.6 The single Risk Register will be developed alongside	
17.6 The single Risk Register will be developed alongside the Strategic Plan, and will be modified as necessary in line	





Current Scheme Provisions	Amended Scheme Provisions
with the development of the Strategic Plan. The single Risk	
Register will be completed and available to the IJB for the	
date functions are delegated to the IJB.	
18 Dispute Resolution Mechanism	18 Dispute Resolution Mechanism
Summary of Changes	No changes made in respect of this section.
18.1 This provision relates to disputes between NHS Grampian and the Council in respect of the IJB or in respect of their duties under the Act. This provision does not apply to internal disputes within the IJB itself. Where either of the Parties fails to agree with the other on any issue related to this Scheme and/or the delivery of integrated health and social care services, then they will follow the process as set out below:	18.1 This provision relates to disputes between NHS Grampian and the Council in respect of the IJB or in respect of their duties under the Act. This provision does not apply to internal disputes within the IJB itself. Where either of the Parties fails to agree with the other on any issue related to this Scheme and/or the delivery of integrated health and social care services, then they will follow the process as set out below:
(a) The Chief Executives of NHS Grampian and the Council and the Chief Officer of the IJB will meet to resolve the issue;	(a) The Chief Executives of NHS Grampian and the Council and the Chief Officer of the IJB will meet to resolve the issue;
(b) If unresolved, NHS Grampian and the Council and the IJB will each prepare a written note of their position on the issue and exchange it with the others within 21 calendar days of the meeting in (a).	(b) If unresolved, NHS Grampian and the Council and the IJB will each prepare a written note of their position on the issue and exchange it with the others within 21 calendar days of the meeting in (a).
(c) The written notes will be considered internally by the Parties and the IJB, using such procedures as they may consider appropriate, for example, with the wider membership of the Council or NHS Grampian.	(c) The written notes will be considered internally by the Parties and the IJB, using such procedures as they may consider appropriate, for example, with the wider membership of the Council or NHS Grampian.
(d) Within 21 calendar days of the exchange of written notes	(d) Within 21 calendar days of the exchange of written notes





Current Scheme Provisions	Amended Scheme Provisions
in (b) the Chief Executives and Chief Officer must meet to discuss the written positions.	in (b) the Chief Executives and Chief Officer must meet to discuss the written positions.
(e) In the event that the issue remains unresolved, the Chief Executives and the Chief Officer will proceed to mediation with a view to resolving the issue. The Chief Officer will appoint a professional independent mediator. The cost of mediation will be split equally between the Parties. The mediation process will commence within 28 calendar days of the meeting in (c).	(e) In the event that the issue remains unresolved, the Chief Executives and the Chief Officer will proceed to mediation with a view to resolving the issue. The Chief Officer will appoint a professional independent mediator. The cost of mediation will be split equally between the Parties. The mediation process will commence within 28 calendar days of the meeting in (c).
(f) Where the issue remains unresolved after following the processes outlined in (a)-(d) above and if mediation does not allow an agreement to be reached within 6 months from the date of its commencement, or any other such time as the parties may agree, either party may notify Scottish Ministers that agreement cannot be reached.	(f) Where the issue remains unresolved after following the processes outlined in (a)-(d) above and if mediation does not allow an agreement to be reached within 6 months from the date of its commencement, or any other such time as the parties may agree, either party may notify Scottish Ministers that agreement cannot be reached.
(g) Where the Scottish Ministers make a determination on the dispute, that determination shall be final and the Parties and the IJB shall be bound by the determination	(g) Where the Scottish Ministers make a determination on the dispute, that determination shall be final and the Parties and the IJB shall be bound by the determination

Only 2 changes have been made to the appendices (see below), the remainder of the appendices can be found on pages 45 onwards of the 2018 version of the Integration Scheme on the <u>HSCP Web-page</u>

Annex 3	Annex 3
Summary of Changes	(1) Table updated to reflect current arrangements in terms of hosted services.





Hosted Services NHS Grampian has noted the services that are currently hosted across the Partnership areas of the IJBs and offer this for consideration to the IJB as they take forward strategic planning:		Hosted Services NHS Grampian has noted the services that are currently hosted across the Partnership areas of the IJBs and offer this for consideration to the IJB as they take forward strategic planning:	
Service	Current Host	Service	Current Host
Sexual Health Services	Aberdeen City	Sexual Health Services	Aberdeen City
Woodend Assessment of the Elderly (including Links Unit at City Hospital)	Aberdeen City	Woodend Assessment and Rehabilitation Services	Aberdeen City
Woodend Rehabilitation Services	Aberdeen City	Marie Curie Nursing Heart Failure Service	Aberdeenshire Aberdeenshire
(including Stroke Rehab,Neuro Rehab Horizons, Craig Court and MARS)		Continence Service Diabetes Specialist Nursing	Aberdeenshire Aberdeenshire
Marie Curie Nursing	Aberdeenshire	and Diabetic Eye Screening	Aberdeensnine
Heart Failure Service	Aberdeenshire	Chronic Oedema Service	Aberdeenshire
Continence Service	Aberdeenshire	HMP and YOI Grampian	Aberdeenshire
Diabetes MCN (including Retinal Screening)	Aberdeenshire	Health Services Forensic and custody health care	Aberdeenshire
Chronic Oedema Service	Aberdeenshire	Inpatient & Specialist Mental Health	Aberdeen City
HMP Grampian	Aberdeenshire	and Learning Disability Service	
Police Forensic Examiners	Aberdeenshire	Out of Hours Service Primary Care GMED	Moray
		Primary Care Contracts	Moray
Annex 4		Annex 4	
Summary of Changes		(1) Terminology updated 'Emergency Department' replacing 'Accident & Emergency Services'	





This Annex lists the services provided within hospitals which the IJB will have strategic planning responsibilities for which will continue to be operationally managed by NHS Grampian:	This Annex lists the services provided within hospitals which the IJB will have strategic planning responsibilities for which will continue to be operationally managed by NHS Grampian:	
Services:	Services:	
 Accident & Emergency Services provided in a hospital; Inpatient hospital services relating to: general medicine, geriatric medicine, rehabilitation medicine, respiratory medicine and psychiatry of learning disability; and 	 Emergency Department provided in a hospital; Inpatient hospital services relating to: general medicine, geriatric medicine, rehabilitation medicine, respiratory medicine and psychiatry of learning disability; and 	
 Palliative Care services provided in a hospital. In so far as they are provided within the following hospitals: 	 Palliative Care services provided in a hospital. In so far as they are provided within the following hospitals: 	
 Hospitals at the Foresterhill Site, Aberdeen (which includes Aberdeen Royal Infirmary, Royal Aberdeen Childrens Hospital and Aberdeen Maternity Hospital) Hospitals in Elgin (which includes Dr Gray's Hospital) 	 Hospitals at the Foresterhill Site, Aberdeen (which includes Aberdeen Royal Infirmary, Royal Aberdeen Childrens Hospital and Aberdeen Maternity Hospital) Hospitals in Elgin (which includes Dr Gray's Hospital) 	

