

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 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."
The creation of the Integration Joint Board will mean a 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





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 and delivery of its services. This approach will be developed with the third sector within the Integration Joint Board's strategic planning

Amended Scheme Provisions

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 \$1(4)(a) of the Act. This scheme was produced in 2022/3 following a review in 2022/23. It continues to provide for a body corporate model for the integration of health and social care in Aberdeenshire and confirms the detail of how NHS Grampian and Aberdeenshire Council will integrate relevant services.

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.

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Current Scheme Provisions	Amended Scheme Provisions
Supplementary Papers	Supplementary Papers
Summary of Changes	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.	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 dignity respected.	positive experiences of those services, and have their dignity respected.
4. Health and social care services are centred on helping to	4. 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.
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 NHS staff will be treated in accordance with the NHS Scotland Governance Standard and Council staff with the Aberdeenshire Principles.





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

We believe the best health and wellbeing outcomes result from an individual always being at the centre of our focus.

People are entitled to expect the best possible advice, care and support from our staff, in a timely way and in the right place.

We will work to tackle health inequalities by focusing on those at greatest risk as a result of social or economic circumstances.

We believe every individual is able to contribute to their own health and wellbeing, and participate positively in their own care. We believe care, support and health improvement is at its most efficient and effective when agreed upon, planned and delivered collectively and collaboratively.

A person's capabilities, needs and desired outcomes can only be fully understood and realised in the context of their family, significant networks, and community. A range of 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

Amended Scheme Provisions

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understanding of the right outcomes for the individual.

Local principles for how we will work

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.

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.

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.

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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.
	NHS Staff will be treated in accordance with the NHS Scotland Staff Governance Standard and Aberdeenshire Council Staff will be treated in accordance with the Aberdeenshire Principles.
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







Act:

"Clinical Lead" means the registered medical practitioner

who delivers primary care services or some other registered

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

Act:



"Clinical Lead" means the registered medical practitioner

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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;
"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 Order under section 9 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;
, and the second	"Integrated Budget" means the Budget for the delegated
"IJB Order" means the Public Bodies (Joint Working) (Integration Joint Boards) (Scotland) Order 2014;	resources for the functions set out in the Scheme;
, , , , , , , , , , , , , , , , , , , ,	"Integrated Services" means the functions and services
"Integrated Budget" means the Budget for the delegated resources for the functions set out in the Scheme;	listed in Annexes 1 and 2 of this Scheme;
, and the second	"Outcomes" means the Health and Wellbeing Outcomes
"Integrated Services" means the functions and services listed in Annexes 1 and 2 of this Scheme;	prescribed by the Scottish Ministers in Regulations under 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 section 5(1) of the Act;	Budget contribution to the Integration Joint Board; b) the resources paid by the Integration Joint Board to the
"Payment" means all of the following: a) the Integrated	Parties for carrying out directions, in accordance with 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	Local Government (Scotland) Act 1973 being the
transaction is made;	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	"Strategic Plan" means the plan which the Integration Joint
Accountable (Proper) Officer for the administration	Board is required to prepare and implement in relation to the
and governance of the financial affairs of the Council.	delegated provision of health and social care services to
	adults in accordance with section 29 of the Act;
"Strategic Plan" means the plan which the Integration Joint	
Board is required to prepare and implement in relation to the	"The Act" means the Public Bodies (Joint Working)
delegated provision of health and social care services to	(Scotland) Act 2014;
adults in accordance with section 29 of the Act;	
(T) A (II) (I D II) D II (I () A (I))	"The Integration Scheme Regulations" means the Public
"The Act" means the Public Bodies (Joint Working)	Bodies (Joint Working) (Integration Scheme) (Scotland)
(Scotland) Act 2014;	Regulations 2014;
"The Integration Coheme Degulations" magneths Dublic	"The Parties" magneths Abardaanahira Caunail and NUC
"The Integration Scheme Regulations" means the Public	"The Parties" means the Aberdeenshire Council and NHS
Bodies (Joint Working) (Integration Scheme) (Scotland)	Grampian;
Regulations 2014;	"The Cahome" means this Integration Cahome:
"The Parties" means the Aberdeenshire Council and NHS	"The Scheme" means this Integration Scheme;
Grampian;	
Orampian,	
"The Scheme" means this Integration Scheme;	
The content mound and integration contents,	







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.







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- 3.1.1. The Council shall nominate five councillors: and
- 3.1.2 NHS Grampian shall nominate five Health Board members
- 3.2 The voting membership of the IJB shall be appointed for a term of three years.
- 3.3 Provision for the disqualification, resignation and removal of voting members is set out in the IJB Order.
- 3.4 The IJB is required to co-opt non-voting members to the IJB.
- 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)
 - a) The chief social work officer of the authority
 - b) The Chief Officer of, once appointed by the IJB
 - the proper officer of the integration joint board appointed under section 95
 of the Local Government (Scotland) Act 1973;
 - d) 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:
 - e) a registered nurse who is employed by the Health Board or by a person or body with which the Health

Amended Scheme Provisions

- 3.2 Aberdeenshire Council shall nominate five councillors and NHS Grampian shall nominate five Health Board members to be voting members.
- 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. Arrangements are in place for the Chair to rotate every 18 months between NHS Grampian and Aberdeenshire Council.
- 3.4 The voting membership of the IJB shall be appointed for a term of three years however a member may be 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 Grampian Board or an Elected Member of Aberdeenshire Council.

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 office in respect of which they are appointed.







Currer	nt Scheme Provisions	Amended Scheme Provisions
	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;	
	301 V1003,	
and at	least one member of each of the following groups:	
g)	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	
3.6 NH	S Grampian will determine the non-voting	
	entatives listed in d)-f) above, in terms of the IJB	
Order		
3 7 Th	e arrangements for appointing the Chair and Vice	
	of the IJB are as follows:-	
	ne 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 30th September	
2016.	sstabilished and shall continue until 30 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







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 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 are provided to persons of 18 years and over.

- 4.3 In the delegation of functions, the Parties recognise that they will require to work together, and with, the IJB, to achieve the Outcomes. Through local management, the Parties will put arrangements in place to avoid fragmentation of services provided to persons of 18 years and over. In particular, the community health services for persons under 18 years of age set out in Part 3 of Annex 1 shall be operationally devolved by the Chief Executive of NHS Grampian to the Chief Officer of the IJB who will be responsible and accountable for the operational delivery and performance of these services.
- 4.4 In exercising its functions, the IJB must take into account the Parties' requirements to meet their respective statutory obligations, standards set by government and other organisational and service delivery standards set by the Parties. Apart from those functions delegated by virtue of this Scheme, the Parties retain their distinct statutory responsibilities and therefore also retain their formal 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

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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 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 are provided to persons of 18 years and over.

- 4.3 In the delegation of functions, the Parties recognise that they will require to work together, and with, the IJB, to achieve the Outcomes. Through local management, the Parties will put arrangements in place to avoid fragmentation of services provided to persons of 18 years and over. In particular, the community health services for persons under 18 years of age set out in Part 3 of Annex 1 shall be operationally devolved by the Chief Executive of NHS Grampian to the Chief Officer of the IJB who will be responsible and accountable for the operational delivery and performance of these services.
- 4.4 In exercising its functions, the IJB must take into account the Parties' requirements to meet their respective statutory obligations, standards set by government and other organisational and service delivery standards set by the Parties. Apart from those functions delegated by virtue of this Scheme, the Parties retain their distinct statutory responsibilities and therefore also retain their formal 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**







Current Scheme Provisions	Amended Scheme Provisions
enter into a joint commissioning strategy with the Parties.	Aberdeenshire HSCP Commissioning and Procurement
	Group has responsibility for oversight and monitoring
4.6 Some integrated services may be hosted by the IJB on	of the IJB's Commissioning and Procurement Plan,
behalf of other integration authorities, or some integrated	ensuring the work of the various sub-groups leading on
services may be hosted by another integration authority 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,
nosting arrangements.	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.
	provided in difficx of
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	5.1 The IJB will have operational oversight of integrated
services, including services that it hosts but not including the	services, including services that it hosts but not including the
health services listed in Annex 4 or services which are	health services listed in Annex 4 or services which are
hosted on its behalf by another integration authority.	hosted on its behalf by another integration authority.
5.2 The IJB will have responsibility for performance	5.2 The IJB will have responsibility for performance
management of integrated services for which it has	management of integrated services for which it has
operational oversight.	operational oversight.
_	-







- 5.3 The IJB shall use performance information to monitor the delivery of integrated services on an ongoing basis.
- 5.4 The IJB's annual performance management report will be available to the Parties.
- 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.
- 5.7 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:

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- 5.3 The IJB shall use performance information to monitor the delivery of integrated services on an ongoing basis.
- 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.
- 5.6 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.
- 5.8 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:







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

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- (a) the responsibilities of each Party regarding compliance with Directions issued by the IJB; or
- (b) the principle that each Party's governance arrangements must allow that Party to manage risks relating to service delivery.
- 5.9 The IJB will have responsibility for the strategic planning of the integrated services listed in Annex 4, which will continue to be operationally managed by NHS Grampian. NHS Grampian will be responsible for the operational oversight of these services and through the respective Portfolio Executive Lead who will be responsible for the operational management of these services. NHS Grampian already has in place an existing mechanism for the scrutiny and monitoring of delivery of these services. Appropriate links will be made between this structure and any governance framework to be put in place by the IJB.
- 5.10 For integrated services that the IJB does not have operational oversight of, the IJB shall monitor performance of those services in terms of outcomes delivered via the Strategic Plan.
- 5.11 NHS Grampian and the Council will be responsible for the operational delivery of integrated services in implementation of Directions of the IJB.
- 5.12 NHS Grampian and the Council will provide such information as may be reasonably required by the Chief Officer, the IJB and the Strategic Planning Group to enable 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 Parties 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
6.4 Between April 2015 and April 2016, the Parties shall be responsible for ensuring that the IJB has provision of suitable resources for business support, to allow it to fully	the Act. This assessment shall be available to the Parties.





discharge its duties under the Act.

- 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 setting and review process.
- 6.4 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.
- 6.5 The Parties and the IJB will review the support services being provided on an annual basis to ensure they 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 setting and review process.





Current Scheme Provisions	Amended Scheme Provisions
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 focus on demonstrating outcomes for people and
8.2 The Data Dictionary will also state where the responsibility for each measure lies, whether in full or in part.	communities and in particular the difference that integration has made. Performance reports to the IJB







Current Scheme Provisions	Amended Scheme Provisions
Where there is an ongoing requirement in respect of	focus on the key transformational initiatives under the
organisational accountability for a performance target for	Strategic Delivery Plan, to provide assurance as to
NHS Grampian or the Council this will be taken into account	delivery of the strategic plan and evidence of the key
by the IJB when preparing the Strategic Plan.	milestones and outcomes at a strategic organisational
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.	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
by the IDB when preparing the Strategic Plan.	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 IJB quarterly strategic performance reports. The IJB works collaboratively with both Parties in ensuring
8.6 The Parties will provide support to the IJB for the function, including the effective monitoring and reporting of targets and measures.	appropriate input from our regular data collection 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

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

Amended Scheme Provisions

- 9.1 Outcomes
- 9.1.1 The IJB will improve and provide assurance on the Outcomes through its clinical and professional governance arrangements. The Outcomes are as follows:
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- People, including those with disabilities or long term conditions or who are frail are able to live, as far as reasonably practicable, independently and at home or in a homely setting in their community.
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- Health and social care services contribute to reducing health inequalities.
- People who provide unpaid care are supported to look after their own health and wellbeing, including to reduce any negative impact of their caring role on their own health and wellbeing.
- People using health and social care services are safe from harm.
- 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.







Current Scheme Provisions	Amended Scheme Provisions
· Resources are used effectively and efficiently in the	Resources are used effectively and efficiently in the
provision of health and social care services.	provision of health and social care services.
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.







Current Scheme Provisions	Amended Scheme Provisions
	(3) 9.2.6 – Added to reflect current practice and the role of
	the Clinical and Adult Social Work Governance Committee.
9.2.1 The Parties and the IJB are accountable for ensuring	9.2.1 The Parties and the IJB are accountable for ensuring
appropriate clinical and professional governance	appropriate clinical and professional governance
arrangements for their duties under the Act.	arrangements for their duties under the Act.
9.2.2 The Parties remain responsible for the clinical and	9.2.2 The Parties remain responsible for the clinical and
professional governance of the services which the IJB has	professional governance of the services which the IJB has
instructed the Parties to deliver.	instructed the Parties to deliver.
9.2.3 The Parties remain responsible for the assurance of	9.2.3 The Parties remain responsible for the assurance of
the quality and safety of services commissioned from the	the quality and safety of services commissioned from the
third and independent sectors in line with the requirements	third and independent sectors in line with the requirements
set out in the Strategic Plan.	set out in the Strategic Plan.
9.2.4 The IJB will have regard to healthcare and social care	9.2.4 The IJB will have regard to healthcare and social care
governance quality aims and risks when developing and	governance, quality, and risks when developing and
agreeing its Strategic Plan and its corresponding Directions	agreeing its Strategic Plan and its corresponding Directions
to the Parties. These risks may be identified by either of the	to the Parties. These risks may be identified by either of the
Parties or the IJB, and may include professional risks.	Parties or the IJB, and may include professional risks.
9.2.5 The Parties and the IJB will establish an agreed	9.2.5 The IJB has established and may review its
approach to measuring and reporting to the IJB on the	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	quality of service delivery, organisational and individual care risks, the promotion of continuous improvement and
ensuring that all professional and clinical standards,	ensuring that all professional and clinical standards,
legislation and guidance are met. This will be set out in a	legislation and guidance are met.
report to the IJB for it to approve.	iogiciano. ana galdanos dis mon
1	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







Current Scheme Provisions	Amended Scheme Provisions
	IJB on all aspects of the Clinical and Professional Governance Framework.
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	
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make an annual report to the Council in relation to the discharge of the role and responsibilities.

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 *Clinical and Care Governance Framework for Integrated Health and Social Care Services in Scotland, 2014* (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.

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9.3.3 Aberdeenshire Clinical and Adult Social Work Governance Group has been established to oversee the clinical and professional governance arrangements for integrated services. The Clinical and Adult Social Work Governance Group has membership of senior professionals which are representative of the range of professional groups involved in delivering health and 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







Current Scheme Provisions	Amended Scheme Provisions
	(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 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







Current Scheme Provisions	Amended Scheme Provisions
	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. 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 and to include the Aberdeenshire Council Principles for Council staff.
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







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:

- · 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.

Amended Scheme Provisions

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. The Staff Governance Standard requires all NHS Boards to demonstrate that staff are:

- 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.







Current Scheme Provisions	Amended Scheme Provisions
	9.4.5 Aberdeenshire Council staff will be treated in
	accordance with the One Aberdeenshire Principles which
	are:-
	Everyone brings their 'best self' to work every day. We trute do our best syery day, rejer above and beyond.
	 We try to do our best every day, going above and beyond when necessary.
	· We treat each other the way we want to be treated.
	 We recognise that leadership and team-working is for everybody.
	2. We are clear about what is expected of us and ask for clarity if unsure.
	We work in our communities, for our communities.
	 We communicate clearly and honestly with each other.
	Where our work falls below the standards expected we
	accept the support offered to improve. 3. We take informed decisions as close to the action
	as possible.
	 We use information and skills to make the right things happen.
	Our freedom to make sensible decisions is supported.
	· We are involved in making sure we have as few 'rules' as
	possible and our ways of working are as simple as they can
	be
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	





Current Scheme Provisions	Amended Scheme Provisions
of the social work team and the Clinical Lead of the IJB. The 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-	





Current Scheme Provisions	Amended Scheme Provisions
voting membership, which shall include (subject to any	
amendment of the IJB Order):	
(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	
(h) A registered medical practitioner employed by the	
Health Board and not providing primary medical services.	
33.11333.	
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	







Current Scheme Provisions	Amended Scheme Provisions
structure. If the Chief Social Work Officer is not a member of the Integrated Clinical and Professional 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.	
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 and includes express provision including the Director of Public Health
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 continue to hold responsibility for the actions of NHS Grampian clinical staff who deliver care through integrated services. They, in turn, continue to attend the NHS Grampian Clinical Governance Committee which oversees the clinical governance arrangements of all services delivered by health care staff employed by NHS Grampian.

9.6.3 In addition to the Integrated Clinical and Professional Governance Group, advice can be provided to the IJB and the Strategic Planning Group through the Clinical Executive Directors of NHS Grampian and the Chief Social Work Officer of the Council on professional / workforce, clinical / care and social care / social work governance matters relating to the development, delivery and monitoring of the Strategic Plan, including the development of integrated service arrangements. The professional leads of the Parties can provide advice and raise issues directly with the IJB either in writing or through the representatives that sit on the IJB. The IJB will respond in writing to these issues where asked to do so by the Parties.

- 9.6.4 The key principles for professional leadership are as follows:
- Job descriptions will reflect the level of professional responsibility at all levels of the workforce explicitly.

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9.5.2 Medical Directors, the Director of Public Health 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 continue to hold responsibility for the actions of NHS Grampian clinical staff who deliver care through integrated services. They, in turn, continue to attend the NHS Grampian Clinical Governance Committee which oversees the clinical governance arrangements of all services delivered by health care staff employed by NHS Grampian.

9.5.3 In addition to the Clinical and Adult Social Work Governance Group, advice can be provided to the IJB and the Strategic Planning Group through the Clinical Executive Directors of NHS Grampian and the Chief Social Work Officer of the Council on professional / workforce, clinical / care and social care / social work governance matters relating to the development, delivery and monitoring of the Strategic Plan, including the development of integrated service arrangements. The professional leads of the Parties can provide advice and raise issues directly with the IJB either in writing or through the representatives that sit on the IJB. The IJB will respond in writing to these issues where asked to do so by the Parties.

9.5.4 The key principles for professional leadership are as follows:

Job descriptions will reflect the level of professional







Current Scheme Provisions	Amended Scheme Provisions
 The IJB will name the Clinical Lead and ensure representation of professional representation and assurance from both health and social care. The Nurse and Medical Directors will continue to have professional managerial responsibility. All service development and redesign will outline participation of professional leadership from the outset, and this will be evidenced in all IJB papers. 	responsibility at all levels of the workforce explicitly. The IJB will name the Clinical Lead and ensure representation of professional representation and assurance from both health and social care. The Nurse, Public Health and Medical Directors will continue to have professional managerial responsibility. All service development and redesign will outline participation of professional leadership from the outset, and
The effectiveness of the professional leadership principles will be reviewed annually.	this will be evidenced in all IJB papers. 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	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.
- 10.4 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.
- 10.5 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.
- 10.7 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

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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.
- 10.4 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.
- 10.6 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.

10.8 The Chief Officer will have a formal relationship with the acute sector management team to determine that 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.

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.

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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 portfolio management team for acute services to 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.

10.10 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







Current Scheme Provisions	Amended Scheme Provisions
	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.
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	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





Current Scheme Provisions	Amended Scheme Provisions
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 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.	annual workforce plan published in line with national guidance.
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.







Current Scheme Provisions	Amended Scheme Provisions
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 budget allocation to the IJB. The Council payment to the IJB will accordingly be reduced to reflect this adjustment.	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 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	







Current Scheme Provisions	Amended Scheme Provisions
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 available to all Parties.	
12.3.3 Each Party acknowledges that Integration arrangements will still be evolving in 2016/17 and therefore accepts that payment in the first year to the IJB is likely to be indicative in nature. A further due diligence exercise will be carried out at the end of the 2016/17 financial year to assess the adequacy of the payment made in the first year for delegated functions.	
12.4 Payments to the IJB - 2nd Financial year onwards	12.4 Payments to the IJB - 2nd Financial year onwards
Summary of Changes	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.	12.4.1 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,	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,







Current Scheme Provisions	Amended Scheme Provisions
transfers to / from the "set aside" budget for hospital	transfers to / from the "set aside" budget for hospital
services and equity of resource allocation.	services and equity of resource allocation.
12.4.3 The final payment into the IJB will be agreed by the Parties in accordance with their own processes for budget setting.	12.4.3 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.







Current Scheme Provisions	Amended Scheme Provisions
Financial Management of the IJB	Financial Management of the IJB
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.	12.6.3 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.







Current Scheme Provisions	Amended Scheme Provisions
12.6.4 Recording of all financial information in respect of the	12.6.4 Recording of all financial information in respect of the
integrated services will be in the financial ledger of the Party	integrated services will be in the financial ledger of the Party
which is delivering the services on behalf of the IJB.	which is delivering the services on behalf of the IJB.
12.6.5 The Parties will provide the required financial	12.6.5 The Parties will provide the required financial
administration to enable the transactions for delegated	administration to enable the transactions for delegated
functions (e.g. payment of suppliers, payment of staff,	functions (e.g. payment of suppliers, payment of staff,
raising of invoices etc.) to be administered and financial	raising of invoices etc.) to be administered and financial
reports to be provided to the Chief Finance Officer of the	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
	(1) 12.7.2 - Amended to reflect current practice removing
Summary of Changes	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	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	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	Grampian, but will be at least on a quarterly basis. The
Director of Finance of NHS Grampian and the Section 95	Director of Finance of NHS Grampian and the Section 95
Officer of the Council will work with the Chief Finance Officer	Officer of the Council will work with the Chief Finance Officer
of the IJB to ensure that the information that is required to	of the IJB to ensure that the information that is required to
produce such reports can be provided.	produce such reports can be provided.
12.7.2 To assist with the above the Parties will provide	12.7.2 To assist with the above the Parties will provide
information to the Chief Finance Officer of the IJB regarding	information to the Chief Finance Officer of the IJB regarding
costs incurred by them on a monthly basis for services	costs incurred by them on a monthly basis for services
directly managed by the IJB. Similarly, NHS Grampian will	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	provide the IJB with information on use of the amounts set







Current Scheme Provisions	Amended Scheme Provisions
patient activity levels and not include unit costs; the	aside for hospital services. This information will focus on
frequency will be agreed with the IJB, but will be at least	patient activity levels and not include unit costs.
quarterly.	
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.	12.7.3 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 Council, in conjunction with the Chief Finance Officer of the IJB.	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 Council, in conjunction with the Chief Finance 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
Summary of Changes	No changes made in respect of this section.
12.8.1.1 The Parties may increase in-year the payments to	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.	the IJB for the delegated services with the agreement of the IJB.







Current Scheme Provisions	Amended Scheme Provisions
12.8.2 Reductions in payment by Parties to the IJB	12.8.2 Reductions in payment by Parties to the IJB
Summary of Changes	No changes made in respect of this section.
12.8.2.1 The Parties do not expect to reduce the payment to the IJB in year unless there are exceptional circumstances 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:-	12.8.2.1 The Parties do not expect to reduce the payment to the IJB in year unless there are exceptional circumstances 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.







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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 95 Officer of the Council must agree a recovery plan to balance the overspending budget.	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 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 overspend will be met by the Party to which the spending	12.8.4.3 The overspend will be met by either:
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







Current Scheme Provisions	Amended Scheme Provisions
or	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.
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 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	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.
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.	
12.8.5 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	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.







Current Scheme Provisions	Amended Scheme Provisions
Grampian and the Section 95 Officer of the Council. The reserves policy will be reviewed 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 the IJB, regardless of which arm of the operational budget the underspend occurred in.	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 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 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.	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. 12.8.6.2 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.







Current Scheme Provisions	Amended Scheme Provisions
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.
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	
12.9.1.1 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	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







Current Scheme Provisions	Amended Scheme Provisions
consideration by NHS Grampian and the Council as part of	their respective capital planning processes.
their respective capital planning processes.	40.0.4.5 The Ohiot Office of the LID - 11.11-1-1-1.11 (1.1)
12.9.1.5 The Chief Officer of the IJB will liaise with the	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	relevant officer within each Party in respect of day to day asset related matters including any consolidation or
asset related matters including any consolidation or	relocation of operational teams.
relocation of operational teams.	Tologation of operational tourne.
'	12.9.1.6 It is anticipated that the Strategic Plan will outline
12.9.1.6 It is anticipated that the Strategic Plan will outline	medium term changes in the level of budget allocations for
medium term changes in the level of budget allocations for	assets used by the IJB that will be acceptable to the Parties.
assets used by the IJB that will be acceptable to the Parties.	42.0.4.7. Any profits or loss on sole of an asset will be held
12.9.1.7 Any profits or loss on sale of an asset will be held	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.
by the Parties and not allocated to the IJB.	by the Farties and not anocated to the lob.
	12.9.1.8 Depreciation budgets for assets used on delegated
12.9.1.8 Depreciation budgets for assets used on delegated	functions will continue to be held by each Party and not
functions will continue to be held by each Party and not	allocated to the IJB operations in scope.
allocated to the IJB operations in scope.	40.04.0 The management of all other appointed management
12.9.1.9 The management of all other associated running	12.9.1.9 The management of all other associated running costs (e.g.maintenance, insurance, repairs, rates, utilities)
costs (e.g.maintenance, insurance, repairs, rates, utilities)	will be subject to local agreement between the Parties and
will be subject to local agreement between the Parties and	the IJB.
the IJB.	
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.
	(2) Updating this section to reflect current practice in terms of
	engagement with others.







Current Scheme Provisions	Amended Scheme Provisions
	(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
12.4 An amail address was supplied for people to send their	of the Scheme took place between October 2022 and March 2023.
13.4 An email address was supplied for people to send their views and an online survey was created as another option	March 2023.
for people to give their opinions.	13.3 As part of the review a proportional public
To people to give their opinions.	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
g	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







Current Scheme Provisions	Amended Scheme Provisions
13.5.3 It was an accessible consultation: the consultation	and Engagement Strategy shall ensure significant
documentation was provided in a variety of formats.	engagement with, and participation by, members of the
	public, representative groups and other organisations in
13.5.4 It was the start of an on-going dialogue: the	relation to decisions about the carrying out of
Integration Scheme will establish the parameters of the	integration functions. The Parties will encourage the IJB
future strategic plans of the IJB.	to access existing forums that the Parties have
	established, such as Public Partnership Forums,
13.6 The stakeholders consulted in the development of this	Community Councils, groups and other networks and
Scheme were:	stakeholder groups with an interest in health and social
Health professionals;	care.
Users of health care;	
Carers of users of health care;	
Commercial providers of health care;	
Non-commercial providers of health care;	
Social care professionals; Users of social care;	
Carers of users of social care;	
Commercial providers of social care;	
Non-commercial providers of social care;	
Staff of NHS Grampian and the Council who are not health	
professionals or social	
care professionals;	
Union representatives;	
Non-commercial providers of social housing;	
Third sector bodies carrying out activities related to health or	
social care and;	
Other local authorities operating with the area of NHS	
Grampian preparing an	
integration scheme.	





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. 14.2 The Parties will work together to progress the specific arrangements, practical policies and procedures, designated 	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	responsibilities and any additional requirements for the







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.
- 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.
- 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.

Amended 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 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 technology systems and procedures to enable information to be shared appropriately and effectively between the Parties and the IJB.







Amended Scheme Provisions
15 Complaints
No changes made in respect of this section.
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.
15.3 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
feedback.team@aberdeenshire.gov.uk







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 nhsgrampian.feedback@nhs.net.

- 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.
- 15.6 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.
- 15.8 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.

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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 nhsgrampian.feedback@nhs.net.

- 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.
- 15.6 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.
- 15.8 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, well-publicised, accessible, will allow for timely recourse and will sign-post independent advocacy services.	15.9 The complaints procedures will be clearly explained, well-publicised, accessible, will allow for timely recourse and will sign-post independent advocacy services.
15.10 The Parties will support the IJB in any aspiration it has to develop a streamlined process for complaints and will work with the Chief Officer to ensure that any future arrangements for complaints are clear and integrated from the perspective of the complainant. Any material changes in the complaints procedures will result in the Scheme being amended using the procedure required by the Act.	15.10 The Parties will support the IJB in any aspiration it has to develop a streamlined process for complaints and will work with the Chief Officer to ensure that any future arrangements for complaints are clear and integrated from the perspective of the complainant. Any material changes in the complaints procedures will result in the Scheme being amended using the procedure required by the Act.
15.11 In developing a streamlined process for complaints, the Parties shall ensure that all statutory requirements will continue to be met, including timescales for responding to complaints.	15.11 In developing a streamlined process for complaints, the Parties shall ensure that all statutory requirements will continue to be met, including timescales for responding to complaints.
15.12 In developing a single complaints process, the Parties and the IJB will endeavour to develop a uniform way to review unresolved complaints before signalling individuals to the appropriate statutory review authority.	15.12 In developing a single complaints process, the Parties and the IJB will endeavour to develop a uniform way to review unresolved complaints before signalling individuals to 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	17.1 The IJB is responsible for the management of risk
risk monitoring and a reporting process for the Parties and the IJB will be established by the time	in relation to AHSCP operations and as such they will be responsible for the Risk Policy including the







functions are delegated to the IJB. In developing this shared risk management strategy, the Parties will review the shared risk management arrangements currently in operation, including the Parties' own Risk Registers.

- 17.2 There will be shared risk management across the Parties and the IJB for significant risks that impact on integrated service provision. The Parties and the IJB will consider these risks as a matter of course and notify each other where the risks may have changed.
- 17.3 The Parties will provide the IJB with support, guidance and advice through their respective Risk Managers, to enable the IJB to develop a fit for purpose 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.
- 17.5 A single Risk Register will be developed for the IJB. The process to be used in developing a single Risk Register will involve members of the IJB establishing a risk framework by identifying risks to the development of the Strategic Plan. This risk framework will in turn be used by operational units of integrated services and each unit will require to contribute towards the Risk Register by identifying relevant risks and mitigation of those risks.
- 17.6 The single Risk Register will be developed alongside the Strategic Plan, and will be modified as necessary in line

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recording, managing and mitigation of risk regardless of whether NHS Grampian or the Council are delivering the service operationally.

- 17.2 The IJB has an agreed Risk Policy and Procedures which are review by the IJB Audit Committee.
- 17.3 A single Risk Register has been developed with the IJB. This encompasses both IJB and HSCP risks. This is monitored by the IJB's Clinical and Adult Social Work Committee for clinical and care risks and by IJB's Audit Committee for resource risks. In addition, the IJB reviews the IJB risks annually at IJB development sessions.
- 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 securing assurance for those areas of service delivery for which they are responsible.
- 17.6 The IJB is a Category 1 responder in any situation under the Civil Contingencies legislation and arrangements are in place in relation to responsibilities for planning and execution of the plans as and when required. Detailed arrangements will be reviewed regularly and in discussion with the Parties.







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	in (b) the Chief Executives and Chief Officer must meet to
discuss the written positions.	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 HSCP Web-page

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:

Service	Current Host
Sexual Health Services	Aberdeen City
Woodend Assessment of the Elderly (including Links Unit at City Hospital)	Aberdeen City
Woodend Rehabilitation Services (including Stroke Rehab, Neuro Rehab Horizons, Craig Court and MARS)	Aberdeen City
Marie Curie Nursing	Aberdeenshire
Heart Failure Service	Aberdeenshire
Continence Service	Aberdeenshire
Diabetes MCN (including Retinal Screening)	Aberdeenshire
Chronic Oedema Service	Aberdeenshire
HMP Grampian	Aberdeenshire
Police Forensic Examiners	Aberdeenshire

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
Sexual Health Services	Aberdeen City
Woodend Assessment and	Aberdeen City
Rehabilitation Services	
Marie Curie Nursing	Aberdeenshire
Heart Failure Service	Aberdeenshire
Continence Service	Aberdeenshire
Diabetes Specialist Nursing	Aberdeenshire
and Diabetic Eye Screening	
Chronic Oedema Service	Aberdeenshire
HMP and YOI Grampian	Aberdeenshire
Health Services	
Forensic and custody health care	Aberdeenshire
Inpatient & Specialist Mental Health	Aberdeen City
and Learning Disability Service	
Out of Hours Service Primary	Moray
Care GMED	
Primary Care Contracts	Moray

Annex 4 Annex 4

'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:

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
- · 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)

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:

- 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:

- 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)





