Dundee
Health and Social Care
Integration Scheme

This integration scheme is to be used in conjunction with the Public Bodies (Joint Working) (Integration Scheme) (Scotland) Regulations 2014

These regulations can be found at http://www.scotland.gov.uk

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1. Establishment

The Public Bodies (Joint Working) (Scotland) Act 2014 (the Act) requires NHS Boards and Local Authorities to integrate planning for, and delivery of, certain adult health and social care services. They can also choose to integrate planning and delivery of other services, additional adult health and social care services and children's health and social care services, beyond the minimum prescribed by Ministers. The Act requires them to jointly prepare an integration scheme setting out how this is to be achieved.

The first Dundee Integration Scheme established a "body corporate" arrangement, as set out in s1(4)(a) of the Act. This scheme was produced in 2021 following a review in 2020. It continues to provide for a body corporate model for the integration of health and social care in Dundee City and confirms the detail of how NHS Tayside and Dundee City Council will integrate relevant services. The corporate body will be known as Dundee Integration Joint Board (IJB). To give effect to the single operational management of integrated services by the Chief Officer, the parties agree that the integrated operating unit will be known as Dundee Health and Social Care Partnership.

This agreement covers the health and wellbeing of all adults including older people. It includes children's services as noted in annex 1 of this Integration Scheme and takes account of the needs of children at times of transition to adulthood in the context of 'whole family' approaches. Robust working arrangements will be put in place to ensure effective joint working with Children's services in both these cases.

2 Our Shared Vision for Integration

NHS Tayside and Dundee City Council are the partners in this integration scheme. As partners we recognise that the main purpose of integration is:

- To improve the wellbeing of people who use health and social care services, in particular those whose needs are complex, and which require support from health and social care at the same time.
- To improve the wellbeing of those for whom it is necessary to provide timely and appropriate support in order to keep them well.
- To promote informed self-management and preventative support to avoid crisis or ill health.
- To jointly deliver on the national health and wellbeing outcomes.

Our shared vision for integration between NHS Tayside and Angus, Dundee City and Perth & Kinross Councils is for a confident and ambitious Integration Joint Boards which support people to achieve better outcomes and experience fewer inequalities, where voices are heard and people are supported to enjoy full and positive lives in the community.

We aim to deliver success in integration where:

- People experience improved health and wellbeing.
- Integrated services provide holistic care focused on outcomes.
- Pathways between health, social work and social care services become seamless.
- Inequalities are reduced.
- Shared resources are deployed using best value principles to achieve better outcomes, maximise efficiencies from integrated care allowing public funds to go further to meet demand.
- Good clinical, care and professional governance improves the quality of service delivery.

To achieve this, we will:

- Build on the Integration delivery principles set out in the Act.
- Respect the principles of human rights, equalities, and independent living, treating people fairly.

- Ensure that staff are well informed, we will work collaboratively to embed this shared vision within staff teams, supporting and developing staff from all organisations to respond appropriately, putting people first.
- Recognise that our people are our greatest asset, and it is through their talents and ambitions that real improvement will continue to be made.
- Treat staff fairly and consistently with dignity and respect in an environment where diversity is valued
- Provide staff with a continually improving and safe working environment, promoting the health and wellbeing of staff
- Support staff to understand the importance of the communities we service and develop positive approaches to engage, listen and act
- Involve staff in decisions
- Support staff to learn from and build on best practice, ensuring that they are appropriately trained and developed
- Support the Integration Joint Board to deliver on its strategic plan, progressing the national health and wellbeing outcomes.
- Work together to promote integrated working by our staff and minimise unnecessary duplication.

The local vision for integration is set out in the Dundee City Integration Joint Board's Strategic Plan. The Strategic Plan and progress with its delivery can be found on www.dundeehscp.com

Integration Scheme

Between

Dundee City Council, a Local Authority established under the Local Government etc. (Scotland) Act 1994 and having its principal offices at City Chambers, City Square, Dundee DD1 3BY ("the Council");

And

Tayside Health Board, a Health Board established under section 2(1) of the National Health Service (Scotland) Act 1978 (operating as "NHS Tayside") and having its principal offices at Level 10, Ninewells Hospital, Dundee DD1 9SY ("NHS Tayside").

Together referred to as "the Parties".

Definitions and Interpretations

In this Integration Scheme, the following terms shall have the following meanings:
"Act" means the Public Bodies (Joint Working) (Scotland) Act 2014.
"Angus" means the local government area for Angus as defined in the Local Government etc. (Scotland) Act 1994.
"Dundee" means the local government area for Dundee City as defined in the Local Government etc. (Scotland) Act 1994.
"Perth & Kinross" means the local government area for Perth & Kinross as defined in the Local Government etc. (Scotland) Act 1994.
"Delegated Functions" means the functions referred to in Section 60 of the Act and listed in Annex 1 and 2 of this Scheme that are delegated to the Integration Joint Board.
"Direction" means the formal instruction to the Parties by the Integration Joint Board that is to be undertaken by each party on behalf of the Integration Joint Board and the financial resources that are being made available to each party in undertaking these services in accordance with Section 26 of the Act.
"Executive Lead for Mental Health and Learning Disability" means the post within NHS Tayside that has the responsibility for the operational management of inpatient mental health, inpatient learning disability and inpatient drug and alcohol services in NHS Tayside that relate to delegated functions.
"Scheme" means this Integration Scheme.

"Strategic Plan" means the plan which the Integration Joint Board is required to prepare and implement in relation to the delegated functions in accordance with section 29 of the Act.
"Integrated Budget" means the payments made by the Parties to the Integration Joint Board in respect of the delegated functions in accordance with Section 14 of the Act.
"Integration delivery Principles" means those principles set out in Section 31 of the Act
"National Health and wellbeing outcomes" means those outcomes prescribed under section 5 of the Act.
"Integration Joint Board (IJB)" means the Dundee City Integration Joint Board established by Order under section 9 of the 2014 Act.
"Integrated services" means the operational services related to the delegated functions.
"Membership Order" means The Public Bodies (Joint Working) (Integration Joint Boards) (Scotland) Order 2014 (SI 2014 no 285).
"National outcomes" means the National Health and Wellbeing Outcomes prescribed by the Scottish Ministers in Regulation 2 Public Bodies (Joint Working) (National Health and Wellbeing Outcomes) (Scotland) Regulations 2014 SI No 343.
"Non-current assets" means those assets which are **not** anticipated to be consumed/exhausted within 12 months of being acquired and are thus eligible to be capitalised on the balance sheet. For example, property, plant, equipment, finance elements, service concessions, investment properties, intangible assets etc.
"Operational Management" means all the day-to-day functions required to control the delivery of delegated health and social care services including clinical, care and professional standards and governance, financial management, operational risk management and staff governance, the configuration of those services and all functions associated with ensuring the implementation of directions issued by the Integration Joint Board.
"Operational Risk" means the risk of incurring detriment due to inadequate or failed internal processes, people, controls or from external events.
"Oversight" means the requirement to be assured that functions are being delivered as directed, that the strategic plan is being delivered and that integrated services operate safely and to the quality expected (i.e., clinical care and professional governance). This might include receiving reports about shifts in service delivery that demonstrate the implementation of directions and the strategic plan. Oversight is not about day-to-day operational management.
"Parties" means the Dundee City Council and NHS Tayside.
"Partners" means communities, staff, third sector, service users and carers and independent sector.
"Requisition" means the request made by the Integration Joint Board to the Parties for payment under Section 14 of the Act to enable them to discharge the delegated functions in accordance with the Strategic Plan
"The Chief Officer" means the Chief Officer of the Integration Joint Board appointed by the Integration Joint Board in accordance with Section 10 of the Act.
"The Chief Finance Officer" means the Chief Finance Officer appointed by the Integration Joint Board in terms of section 95 of the Local Government (Scotland) Act 1973.
"Lead Partner" means the designated Chief Officer for a Lead Partner service
'Acute services' means those services set out in Part 2 of annex 1 which are delivered in Ninewells Hospital or Perth Royal Infirmary. It does not include medicine for the elderly services delivered in Perth Royal Infirmary and Stracathro Hospital or inpatient services provided in a community hospital or Psychiatry of Old Age services.
"Chief Officer Acute Services" means the post within NHS Tayside that has responsibility for the operational management of the Acute Services
"Reporting year" means the 1 April to 31 March each year.
"Planning Period" means the 3-year term of the IJB strategic plan

1 CHOICE OF INTEGRATION MODEL

1.1 In accordance with section 2(3) of the Act, the Parties have agreed that the integration model set out in section 1(4)(a) of the Act will be put in place in Dundee City namely the delegation of functions by the Parties to a **body corporate** established by Order under section 9 of the Act. This Scheme comes into effect on the date the Parliamentary Order to establish the Integration Joint Board comes into force.

1.2 As the Parties intend to delegate functions 'to a body corporate' there will be no wholesale transfer of staff either between the Council and NHS, or vice versa, or from both organisations.

2 DELEGATION OF FUNCTIONS

2.1 The functions that are to be delegated by NHS Tayside to the Integration Joint Board are set out in Part 1 of Annex 1. The description of the services to which these functions relate are set out in Part 2, Part 3, and Part 4 of Annex 1 of this Scheme. Unless specified in Annex 1 Part 4 health services to be integrated only relate to persons over the age of 18 years. Where delegated functions include children and young people under the age of 18, the services to be integrated and identified in Annex 1 Part 4 are organised on an all-age basis (i.e. birth to death).

2.2 The functions that are delegated by Dundee City Council to the Integration Joint Board are set out in Part 1 and Part 2 of Annex 2. The description of the services to which these functions relate are set out in Part 3 of Annex 2 of this scheme.

3 MEMBERSHIP OF THE INTEGRATION JOINT BOARD

3.1 Membership of the Integration Joint Board will be determined in accordance with the Membership Order.

3.2 Dundee City Council will nominate three of its elected members to the Integration Joint Board and Tayside NHS Board will nominate three Tayside NHS Board members to the Integration Joint Board, to be voting members.

4 LOCAL GOVERNANCE ARRANGEMENTS

4.1 The term of office of a member of the Integration Joint Board is a maximum of three years however a member may be reappointed for a further three-year term 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 Tayside NHS Board or an elected member of Dundee City Council.

4.2 The Chief Social Work Officer, Chief Officer and Chief Finance Officer remain members of the Integration Joint Board for as long as they hold the office in respect of which they are appointed.

4.3 The Chairperson and Vice Chairperson will be drawn from the Tayside NHS Board and the Council voting Members of the Integration Board. If a Council Member is to serve as Chairperson, then the Vice Chairperson will be a member nominated by the NHS Board and vice versa. The appointment to Chairperson and Vice Chairperson is time limited to a period not exceeding two years and carried out on a rotational basis between Council and NHS Board appointed Chairpersons. The Council or NHS Board may change their appointee as Chairperson or Vice Chairperson during an appointing period.

5 LOCAL OPERATIONAL MANAGEMENT ARRANGEMENTS

The local operational arrangements agreed by the Parties are:

5.1 The Integration Joint Board has the responsibility for the planning of services in relation to the delegated functions and is required by section 29 of the Act to prepare a Strategic Plan. The Strategic Plan must set out the arrangements for carrying out the integration planning principles as set out in section 4 of the Act and how these arrangements are intended to achieve or contribute to achieving the National Health and Wellbeing Outcomes.

5.2 The Integration Joint Board is responsible for the planning of delegated functions as specified in Annex 1 and Annex 2 of this Scheme. For the avoidance of doubt this includes strategic planning responsibility for those delegated functions for which NHS Tayside retains operational management responsibility as set out in paragraph 5.4 below.

5.3 The Integration Joint Board is responsible for oversight of all delegated functions through the Chief Officer. NHS Tayside are responsible for the operational management of all health services including, community-based health services. acute services, inpatient mental health, inpatient learning disability and inpatient drug and alcohol services. The operational management is through the Chief Officer HSCP, Chief Officer Acute Services and Executive Lead for Mental Health and Learning Disabilities. NHS Tayside will provide information on a regular basis to the Integration Joint Board on the performance and governance of these services. Dundee City Council is responsible for the operational management of all social work and social care services through the Chief Officer. Dundee City Council will provide

information on a regular basis to the Integration Joint Board on the performance and governance of those services.

5.4 NHS Tayside are responsible for the operational management of all health services including,

- community-based health services.
- acute services,
- inpatient mental health, inpatient learning disability and inpatient drug and alcohol services.

NHS Tayside will provide information on a regular basis to the Integration Joint Board on the performance and governance of these services.

5.5 The Council is responsible for the operational management of all social work and social care services through the Chief Officer. The Council will provide information on a regular basis to the Integration Joint Board on the performance and governance of those services.

5.6 The Integration Joint Board will have oversight of integrated acute, mental health inpatient, learning disability inpatient and drug and alcohol inpatient services to ensure compliance with the strategic plan of the Integration Joint Board.

5.7 The Parties with, Angus Council and Perth & Kinross Council recognise that certain integrated services require operational management best delivered on a Tayside wide basis. It is proposed that a Lead Partner approach to these services is adopted (known as Lead Partner Services). The role of the Lead Partner is set out in paragraph 6.6 below.

5.8 The arrangements for Lead Partner services are set out in Annex 1 Part 3 with one Chief Officer acting as Lead Partner in most circumstances. The Lead Partner may be subject to change in agreement between the Councils, NHS Tayside and the Integration Joint Boards.

5.9 The Integration Joint Board has a performance framework which contains the lists of targets and measures that relate to the delegated functions, and which progress their Strategic Plan. The Parties will provide the relevant information to the Integration Joint Board to meet the requirements of the performance framework allowing the Integration Joint Board to be assured that the Strategic Plan and Directions are being delivered and to enable The Integration Joint Board to prepare a report as required by S 42 of the Act and in accordance with The Public Bodies (Joint Working) (Content of Performance Reports) (Scotland) Regulations 2014. The Parties will also provide information on the non-integrated functions of the Parties that will have to be taken into account by the Integration Joint Board when preparing their Strategic Plan. The reporting cycle is set out in the Performance Framework but will be no less than annually in order that the Integration Joint Board can prepare its annual report in accordance with section 42 of the Act.

5.10 The Integration Joint Board will routinely receive from the Chief Officer and Chief Finance Officer, for agreement and approval, reports as relevant. The Integration Joint Board upon consideration of such reports may issue, amend or withdraw a Direction to the relevant party in line with their Directions Policy.

5.11 Information will be provided by the Parties, to the Integration Joint Board setting out the arrangements they have made to ensure that a direction has been delivered and that the objectives of the Strategic Plan will be achieved. If it is considered by the Integration Joint Board that any of the arrangements made by either of the parties are not sufficient, the Chief Officer will bring this to the attention of the party in question, in writing, with details of any further action which the Integration Joint Board considers should be taken.

5.12 It will be the responsibility of the Parties to work collaboratively to provide the Integration Joint Board with support services which will allow the Integration Joint Board to carry out its functions and requirements. The Parties will agree a memorandum of understanding to define the terms and arrangements whereby the Parties agree to make available to the Integration Joint Board such professional, technical, or administrative resources as are required to support the development of the Strategic Plan and the carrying out of delegated functions. These arrangements will be reviewed through regular reports from the Chief Officer of the Integration Joint Board.

5.13 NHS Tayside will provide the necessary activity and financial data for services, facilities or resources that relate to the planned use of services, provided by other Health Boards, by people who live within Dundee.

5.14 The Council will provide the necessary activity and financial data for services, facilities or resources that relate to the planned use of services within other local authority areas by people who live within Dundee.

5.15 The Parties agree to use all reasonable endeavours to ensure that the other Tayside Integration Joint Boards and any other relevant Integration Authority will share the necessary activity and financial data for services, facilities and resources that relate to the planned use of resources by residents in their Integration Authority area.

5.16 The Parties will advise the Integration Joint Board where they intend to change operational service provision in any area of provision including support services that will have a resultant impact on the Strategic Plan.

6 CHIEF OFFICER

The Integration Joint Board 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:

6.1 The Chief Officer is the accountable officer for delegated functions to the Integration Joint Board. The Chief Finance Officer is responsible for the proper administration of the Integration Joint Board's financial affairs. A key element of the Chief Officer's role will be to develop close working relationships with elected members of Dundee City Council and Non-Executive and Executive Tayside NHS Board members.

6.2 Subject to paragraph 6.3 below the Parties agree to a single integrated model for operational management for integrated services by the Chief Officer (which will be given effect through a single integrated operating unit known as Dundee Health and Social Care Partnership.

6.3 The Parties agree that the Chief Officer will be responsible for the operational management and performance of integrated services including Lead Partner services as set out in Annex 1 and 2 with the exception of acute services, adult mental health inpatient, learning disability inpatient and drug and alcohol inpatient services covered in paragraphs 6.6 and 6.7.

6.4 The Chief Officer will report directly to the Chief Executive of the Council and the Chief Executive of NHS Tayside on operational management. Joint performance review meetings, involving both Chief Executives and the Chief Officer will take place on a regular basis and at a minimum quarterly.

6.5 The Chief Officer will have in place management structures that ensure accountability and responsibility for professional, clinical and care governance in respect of the integrated services for which they have direct operational management responsibility. In relation to those integrated services set out in 5.4 above where NHS Tayside retain operational management responsibility, the Chief Officer (Acute) and the Executive Lead will have in place appropriate reporting structures which provide adequate and effective oversight and assurance to the Integration Joint Board in relation to performance, and professional, clinical and care governance.

6.6 Where a Chief Officer is the Lead Partner in relation to a service set out in in Annex 1 part 3 the Parties agree that the Lead Partner will:

- have operational management responsibility for those services across Tayside
- Co-ordinate the strategic planning of those lead partner services.
- Will seek approval from all Integration Joint Boards on proposed strategy for those services as required in Section 29 of the Act and having regard to all localities in the Tayside area.
- Will provide reports on those services to other Integration Joint Boards at least in every planning period, ensuring consultation where significant service change is planned at any point.

6.7 The Chief Officer (Acute Services) will have operational management responsibility for Ninewells Hospital, Perth Royal Infirmary and Stracathro Hospital in respect of delegated acute functions.

6.8 The Executive Lead for Mental Health and Learning Disability Services will have operational management responsibility for delegated functions that relate to adult mental health inpatient, learning disability inpatient and drug and alcohol inpatient services.

6.9 Members of the senior management teams of both the Council and NHS Tayside have a key role in supporting Health and Social Care Integration in Dundee. The Chief Officer will be a substantive member of the senior management teams of both Dundee Council and NHS Tayside.

6.10 The Parties agree that the Chief Officer will have appropriate corporate support and a senior team of 'direct reports' in order to fulfill their accountability for the Strategic Plan and for the safe, efficient and effective operational management and performance of integrated services and to provide the IJB oversight of delegated, inpatient mental health, inpatient learning disability and inpatient drug and alcohol functions, to the population of Dundee.

6.11 The Parties jointly agree that a member of the senior team of direct reports who is an employee of either the Council or NHS Tayside will be designated as the Depute Chief Officer. This Depute Chief Officer will carry out the functions of the Chief Officer if/when the Chief Officer is absent or otherwise unable to carry out their functions for a period exceeding two weeks.

6.12 The Chief Officer shall establish and maintain effective working relationships with a range of key stakeholders across NHS Tayside, the Council, the third and independent sectors, service users and carers, Scottish Government, trade unions and relevant professional organisations. They will be a key partner in the formation of the Dundee Community Partnership Plan.

7. CLINICAL, CARE AND PROFESSIONAL GOVERNANCE

The Parties recognise that the establishment and continuous review of the arrangements for Clinical and Care Governance and Professional Governance are essential in delivering their obligations and quality ambitions.

7.1 To provide assurance to the IJB and the Parties on the effectiveness of these arrangements the Parties will have in place explicit lines of professional and operational accountability. . These arrangements underpin the delivery of safe, effective and person-centred care by employees of the Council, NHS Tayside, and the third and independent sectors in all care settings delivered.

7.2 In relation to delegated functions, NHS Tayside is accountable for the clinical and care governance of health services, and Dundee City Council is accountable for governance of social work and social care services.

7.3 The Parties are accountable for ensuring appropriate clinical and care governance arrangements in respect of their duties under the Act. The Parties will have regard to the principles of the Scottish Government's Clinical and Care Governance Framework (or its successor document), including the focus on localities and service user and carer feedback. The parties will agree an integrated framework for the delivery for Integrated Clinical, Care and Professional Governance arrangements. Professional and service user networks or groups will inform an agreed Clinical and Care Governance framework directing the focus towards a quality approach, continuous improvement, and the integration of delegated functions and services

7.4 The structure of the Clinical and Care Governance arrangements as it relates to the delegated functions and the provision of assurance to the Integration Joint Board and the Parties is set out in the Integrated Clinical, Care and Professional Governance framework. The framework will be reviewed regularly.

7.5 Professional governance responsibilities will continue to be carried out by the professional leads through to the health, social work and social care professional regulatory bodies.

7.6 Principles of Clinical and Care Governance will be embedded at service user/clinical care/professional interface using the integrated framework. The Parties will ensure that explicit arrangements are made for professional supervision, learning, support, and continuous improvement for all staff.

7.7 The Parties will provide, by way of assurance to the Integration Joint Board evidence of effective performance management and clinical, care and professional governance systems in relation to the operational delivery of the integrated services

7.8 Both Parties will retain separate duty of candour policies. The Parties agree to work towards an integrated duty of candour procedure to be included in the Integrated Clinical, Care and Professional Governance framework.

7.9 The Parties have established an Dundee Clinical, Care and Professional Governance Group to consider matters in relation to delegated functions which are integrated under the operational management of the Chief Officer.

7.10 The Dundee Clinical, Care and Professional Governance Group will include representatives of the Chief Social Work Officer, Medical Director, Director of Nursing and Midwifery, Director of Allied Health Professions and Director of Pharmacy.

7.11 The Dundee Clinical, Care and Professional Governance Group will provide oversight, advice, guidance and assurance to the Chief Officer, the Council, and the NHS Tayside Board in respect of clinical care and professional governance for delegated functions and the services that are integrated. NHS Tayside and Dundee City Council will provide assurance to the Integration Joint Board.

7.12 In respect of clinical, care and professional governance for delegated health functions where the integrated services are managed by the Chief Officer for Acute Services and the

Executive Lead for Mental Health, NHS Tayside Board will establish a Care Governance Committee. The Care Governance Committee will provide oversight, advice, guidance, and assurance to the Integration Joint Board in relation to those delegated functions.

7.13 The Care Governance Committee executive professional leads and the Dundee Clinical, Care and Professional Governance Group will provide advice to the Dundee Strategic Planning Group and localities for the purposes of locality planning in respect of inpatient (acute, mental health, drug and alcohol and learning disability) and community services respectively.

7.14 The Chief Social Work Officer, the Medical Director, Director of Nursing and Midwifery, Director of Pharmacy, Director of Allied Health Professions or their representatives and a Medical Practitioner whose name is included in the list of primary medical services performers, will provide professional advice to the Chief Officer and the Integration Joint Board in respect of the overview and consistency of the Clinical and Care Governance and Professional Governance Framework.

7.15 The Chief Officer (Acute services) and the Executive Lead for Mental Health and Learning Disability will have in place management structures that ensure accountability and responsibility for professional, clinical and care standards and governance for integrated services which they have operational management responsibility.

8 WORKFORCE

The arrangements in relation to their respective workforces agreed by the Parties are:

8.1 The Parties are committed to ensuring staff possess the necessary skills and knowledge to provide service users in Dundee with the highest quality services. Any future changes in staff arrangements will be planned and co-ordinated and will involve the full engagement of those affected by the changes in accordance with established practices and procedures.

8.2 The Parties will agree a framework for the delivery of an Integrated Workforce and Organisational Development Plan for delegated functions. In doing so the plan will consider the needs of the integrated health and social care workforce, including the impact of third and independent sector care provision as part of the overall planning process. The Plan will set out how support and development will be provided for and to the workforce within the requirements of the NHS Reform (Scotland) Act 2004, any relevant guidance e.g. for NHS employees this would include the Staff Governance Standards and how the workforce will be developed to meet the requirements of the Integration Joint Board's Strategic Plan. Reviews of the Workforce and Organisational Development Plan will be undertaken annually in conjunction with the Integration Joint Board.

8.3 The Parties will continue to be provide human resource services and workforce planning information by the appropriate corporate human resource functions within the Council and NHS Tayside.

8.4 The Parties will ensure that professional/clinical supervision arrangements are in place.

8.5 The Parties will agree and maintain appropriate procedures which meet the requirements of the National Whistleblowing Standards and ensures that all staff who work within a Health and Social Care Partnership (across NHS and local authorities) can raise any concerns through the associated procedures. This will also include a requirement to report all concerns to the IJB and NHS Board on a quarterly basis.

9. FINANCE

9.1 The Chief Finance Officer of the Integration Joint Board will be accountable to the Chief Officer and the Integration Joint Board for the Annual Accounts, Financial Plan (including the Annual Financial Statement as required under Section 39 of the Act) and providing financial advice to the Integration Joint Board. The Chief Finance Officer will provide financial advice and support to the Chief Officer and the Integration Joint Board on the financial resources used for operational delivery.

9.2 The Parties will provide co-operation and finance and corporate support services as required to effectively support the financial management of the Integration Joint Board, unless subsequently agreed otherwise by the Parties and the Integration Joint Board.

9.3 The Financial Strategy underpinning the Integration Joint Board's Strategic Plan will be prepared by the Chief Officer and Chief Finance Officer following discussions with the Parties and will reflect the Parties respective medium term financial planning assumptions where available. The Parties will consider the implications of the Integration Joint Board's planned Requisitions over the period of the Strategic Plan will ensure the services commissioned by the Integration Joint Board are delivered within the available integrated budget.

9.4 The Council will host the financial transactions of the Integration Joint Board unless or until agreed otherwise. These transactions will cover payment made to the Integration Joint Board from the Parties in accordance with Section 14 of the Act and the Directions back to the Parties for commissioned services, cost of the Integration Joint Board, External Audit, Chief Officer, Chief Finance Officer and any other relevant costs.

9.5 The Chief Finance Officer will make annual budget Requisitions to the Parties in line with their respective budget setting timetables. The budget Requisitions will be calculated with initial reference to the pertinent year of the latest Strategic Plan agreed by the Integration Joint Board and in line with agreement by the Parties and will include the costs of the Integration Joint Board, External Audit, the Chief Officer, Chief Finance Officer and any other relevant costs.

9.6 The Parties will engage with the Chief Officer and Chief Finance officer while considering these Requisitions through their respective budget setting processes.

9.7 Where any adjustments are made from the proposals/assumptions contained in the Strategic Plan this will be made clear in the budget requisition made by the Chief Finance Officer to the Parties.

9.8 The Integration Joint Board may consider any substantial changes to its Strategic Plan in light of the final integrated budget agreed with the Parties.

9.9 The Parties will confirm the payments to be made to the Integration Joint Board within a suitable timescale to enable the Integration Joint Board to agree it's integrated budget by the 31ST March preceding the start of the new financial year. The Integration Joint Board will approve and provide Direction to the Parties before the start of the Integration Joint Board financial year, in the relevant year, regarding the services that are commissioned , how they are to be delivered and the resources to be used in delivery.

9.10 The process for determining the value of the resources used in 'large hospitals' to be set aside by NHS Tayside and made available to the Integration Joint Board will be determined with regard to hospital capacity that is expected to be used by the population of the Integration Joint Board and will incorporate as a minimum but not exclusively:

- Actual occupied bed days and admissions in recent years.
- Planned changes in activity and case mix due to the effect of interventions in the Strategic Plan.
- Planned changes in activity and case mix due to changes in population need (i.e. demography and morbidity).

9.11 The value of the 'large hospital' set aside will be calculated by applying unit costs to the hospital capacity using a costing methodology to be agreed between the Parties and the Integration Joint Board

9.12 On an annual basis the Large Hospital Set Aside budget will be adjusted to reflect planned hospital capacity, as set out in the Strategic Plan. The Strategic Plan will set out any planned changes in hospital capacity, with the resource consequences determined through detailed business cases which will be reflected in the Integration Joint Board's financial plan. These business cases may include:

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

9.13 The Parties will provide ongoing assurance through the provision of sufficient information to the Integration Joint Board that appropriate arrangements are in place to ensure best value principles are followed by the Parties in relation to services commissioned by the IJB.

9.14 As part of the process of preparing the Annual Accounts of the Integration Joint Board, the Chief Financial Officer will be responsible for liaising with the Parties to agree balances between the Integration Joint Board and the Parties at the end of the financial year in accordance with the respective annual account's timescales of the Parties. The Chief Financial Officer will also be responsible for provision of other information required by the Part to complete their annual accounts including Group Accounts

9.15 The Parties will routinely make available to the Chief Finance Officer information regarding the corporate financial reporting position of their respective parent bodies. The frequency, form and content of reports will be agreed with the Chief Finance Officer

9.16 The Parties will provide financial information to the Chief Finance Officer and the Integration Joint Board on a monthly basis regarding integrated services directed in line with the Strategic Plan and for NHS Tayside, the associated 'large hospital' set aside financial performance including actual activity levels. The frequency, form and content of reports will be agreed with the Chief Finance Officer.

9.17 The Chief Finance Officer will ensure routine financial reports are available to the Chief Officer and the Integration Joint Board on a timely basis and include, as a minimum, annual budget, full year outturn projection and commentary on material variances. All Integration Joint Board finance reports will be shared with the Parties simultaneously.

9.18 Where an unplanned year end overspend in the Integration Joint Board's budget is projected in respect of the integrated services for which the Chief Officer has operational management responsibility the Chief Officer and the Chief Finance Officer must present a recovery plan to the Integration Joint Board and the Parties to address in year overspends and any recurring overspends for future financial years. If a projected overspend relates to integrated services operationally managed by the Chief Officer Acute Services or the Executive Lead for Mental Health and Learning Disability then they must present a recovery plan to the IJB to address in year overspends and any recurring overspends in future years.

9.19 In the event that the recovery plan is unsuccessful, and an overspend is evident at the year end, uncommitted reserves held by the Integration Joint Board would firstly be used to address any overspend. If, after the application of reserves, there remains a forecast overspend, a revised Strategic Plan must be developed to enable the overspend to be managed in subsequent years.

9.20 In the event that an overspend is evident following the application of a recovery plan, use of reserves or where the Strategic Plan cannot be adjusted, the overspend will be shared in proportion to the spending Direction for each Party for that financial year, adjusting these spending directions to ensure the Parties budgets are on a like for like basis. Where the parties make additional payments to cover an overspend then the Parties will discuss whether recovery of those additional payments in future years from the IJB should be pursued. In the event that the Parties agree that the recovery of additional payments is to be pursued this will be over a maximum period of 3 years on a basis and repayment profile to be agreed between the Parties, in consultation with the IJB. Consideration of whether to recover additional payments made by the Parties will be informed by an assessment of the reasons for these payments and the implications for the Parties and IJB of doing so.

9.21 In the event that an underspend is evident, within the Integration Joint Board's year end position, this will be retained by the Integration Joint Board in line with the IJB reserves policy unless the following conditions apply:

- Where a clear error has been made in calculating the budget Requisition, or
- In other circumstances agreed through a tripartite agreement between the Parties and the Integration Joint Board.

9.22 If the conditions in 9.21 apply the underspend will be returned to each of the Parties in proportion to the spending Direction for each Party for that financial year, adjusting these spending Directions to ensure the Parties budgets are on a like for like basis.

9.23 Balancing payments may require to be made between the Parties to reflect imbalances between Requisitions and the amount of Integrated Budget. The frequency and timing of any such payment will be agreed between the Parties and the Integration Joint Board.

9.24 In exceptional circumstances the Parties may agree to reduce the payment in-year to the Integration Joint Board. Exceptional circumstances will only be considered where the situation faced by the Parties could not have reasonably been foreseen at the time the Integrated Budget for the year was agreed. Consideration must be made by the Parties as to the use of contingency amounts or accessible reserves held by the Parties in the first instance prior to approaching the Integration Joint Board with a proposal to reduce in-year payments. The proposal must be agreed through a tri- partite agreement between the Integration Joint Board and the Parties

9.25 In the event that a material calculation error in the spending Directions provided by the Integration Joint Board to the Parties is discovered this will be adjusted for and revised Directions issued to the Parties.

9.26 Parties may increase the payment in year to the Integration Joint Board for supplementary allocations in relation to the integrated services approved for the Integration Joint Board which could not have been reasonably foreseen at the time the Integrated Budget for the year was agreed. Proposals must be agreed through a tri partite agreement between the Parties and the Integration Joint Board.

9.27 The Strategic Plan will provide the basis for the Integration Joint Board to present proposals to the Parties to influence capital budgets and prioritisation.

9.28 The Integration Joint Board will not hold any non-current assets or related debts. The Integration Joint Board will require to develop a business case for any planned investment, or change in use of assets, for consideration by the Parties.

9.29 The Chief Finance Officer will make annual capital budget requests to the Parties in the format reflected within their respective budget guidance and to align with their respective budget setting timetables.

9.30 Any profit or loss on the sale of an asset owned by NHS Tayside will be retained by NHS Tayside and any proceeds on the sale of an asset owned by the Council will be retained by the Council unless agreed otherwise or as required to reflect national guidance.

10 PARTICIPATION AND ENGAGEMENT

10.1 A proportionate joint consultation on this Scheme took place prior to the date of approval. The following principles were agreed by the Parties and followed in respect of the consultation process:

- The views of all participants were valued
- It was transparent
- The results of the consultation exercise were published
- The draft revised scheme was published along with a side-by-side version including the original scheme, and comments were invited from members of the public
- It was the continuation of an on-going dialogue about integration.

10.2 The stakeholders consulted were:

- Tayside NHS Board
- Angus Council
- Dundee City Council
- Perth and Kinross Council
- Angus Integration Joint Board
- Dundee Integration Joint Board
- Perth& Kinross Integration Joint Board
- Health professionals
- 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 Tayside and Dundee Council
- Union and staff representatives
- Non-commercial providers of social housing
- Third sector bodies carrying out activities related to health or social care
- General Public including those with protected characteristics

10.3 A range of engagement methods were used to consult on the Scheme:

- Online questionnaires for all stakeholders across all partner platforms
- Online content and digital assets across all partners' social media signposting to the Scheme hosted on the Council, NHS Tayside and the HSCP websites
- Briefings with members of Tayside NHS Board, Elected Members of the Council and with the Integration Joint Board members.

10.4 The Parties will support the Integration Joint Board to prepare and review an Involvement and Engagement Plan by providing appropriate resources and support. The plan will be aligned to relevant national standards.

10.5 The Parties and the Integration Joint Board will carry out Equality and Socio-Economic Impact Assessments (EQSEIAs), to ensure that services and policies do not disadvantage communities and staff. The Parties will make available communication support to allow the

Integration Joint Board to engage and participate.

10.6 The Parties will continue to allocate responsibility to senior managers and their teams to support local public and staff involvement and communication.

11 INFORMATION SHARING AND DATA HANDLING

11.1 The Parties will comply with data protection legislation. They will adhere to the Information Sharing Protocol and to use the Scottish Information Sharing Toolkit and follow guidance from the Information Commissioners Office, in respect of information sharing.

11.2 The Parties, alongside other relevant stakeholders will ensure that there are appropriate high level information sharing protocols in place to govern information sharing and data handling arrangements. The Parties have developed an Information Sharing Protocol which covers guidance and procedures for staff for sharing of information. This will be reviewed regularly.

11.3 The Data Protection Officers of NHS Tayside, the Council and the IJB, acting on behalf of the Parties, will meet annually, or more frequently, if required, to review the Information Sharing Protocol and will provide a report detailing recommendations for amendments, for the consideration of the IJB, Council and NHS Tayside.

11.4 With regard to personally identifiable material, data will be held in both electronic and paper formats. It will only be accessed by authorised staff, in order to provide the patient or service user with an appropriate service, when doing so is required by law, in order to protect and individual's vital interests or for another purpose permitted by data protection legislation.

11.5 In order to provide fully integrated services it will be necessary to share personal information between the parties and with external agencies. Where this is the case, the Parties and the IJB will apply a legal basis contained in Article 6 of the UK General Data Protection Regulations ('the UK GDPR'). Generally, this will be either public task or legal obligation but, where appropriate, any of the other legal bases contained in Article 6 will be used. Appropriate information governance assessments to demonstrate due diligence to meet the required data protection obligations will be undertaken when required.

11.6 Where the sharing consists of 'special category' information the legal basis for processing will be consistent with the requirements of Article 9 of the UK GDPR and schedule 1 of the Data Protection Act 2018 ('the DPA').

11.7 In order to comply with the requirements of the DPA and the GDPR, the Parties and the IJB will always ensure that personal data it holds will be processed in line with the Data Protection Principles contained within Article 5 of the UK GDPR and section 35- 40 of the DPA

12 COMPLAINTS

The Parties agree the following arrangements in respect of complaints on behalf of, or by, service users.

12.1 Both Parties will retain separate complaints policies reflecting the distinct statutory requirements. The Parties agree to work towards integrated complaints procedure from the earliest point of contact as far as the differing legislative requirements will allow.

12.2 The Parties agree that complaints should be viewed with a positive attitude and valued as feedback on service performance leading to a culture of good service delivery. The Parties agree the principle of early frontline resolution to complaints and the Parties will efficiently direct complaints to ensure an appropriate response.

12.3 There will be a single point of contact for complainants in relation to integrated services. This will be agreed between the Parties to co-ordinate complaints specific to the delegated functions to ensure that the requirements of existing legal/prescribed elements of health and social care complaints processes are met.

12.4 All complaints procedures will be clearly explained, well publicised, accessible, will allow for timely recourse and will sign-post independent advocacy services.

12.5 The person making the complaint will always be informed which Complaints Handling Procedure is being applied to their complaint.

12.6 The Parties will produce a quarterly joint report, outlining the learning from upheld complaints. This will be provided for consideration by the Clinical, Care and Professional Governance Group.

12.7 This arrangement will respect the statutory and corporate complaints handling processes currently in place for health and social care services. This arrangement will benefit carers

and service users by making use of existing complaints procedures and will not create an additional complaint handling process.

12.8 Data sharing requirements relating to any complaint will follow the Information and Data sharing protocol set out in section 10 of this scheme.

13. CLAIMS HANDLING, LIABILITY & INDEMNITY

13.1 The Parties and the Integration Joint Board recognise that they could receive a claim arising from, or which relates to, the work undertaken as directed, and on behalf of, the Integration Joint Board.

13.2 The Parties agree to ensure that any such claims are progressed quickly and in a manner which is equitable between them.

13.3 Scots Law (including common law and statutory rules) relating to liability will apply.

13.4 The Parties will assume responsibility for progressing and determining any claim which relates to any act or omission on the part of one of their employees.

13.5 The Parties will assume responsibility for progressing and determining any claim which relates to any building which is owned or occupied by them.

13.6 In the event of any claim against the Integration Joint Board or in respect of which it is not clear which party should assume responsibility then the Chief Executives of the Parties and the Chief Officer (or their representatives) will liaise and determine which party should assume responsibility for progressing the claim.

14 RISK MANAGEMENT

14.1 The Parties and the Integration Joint Boards in Tayside will agree a Shared Risk Management strategy. The primary objectives of this strategy are to:

- Promote awareness of risk and define responsibility for managing risk;
- Establish communication and sharing of risk information;
- Initiate measures to reduce exposure to risk and potential loss through the design & implementation of robust portfolios of internal controls; and establish standards and principles for the efficient management of risk, including regular monitoring, reporting and review.

14.2 The strategy will be reviewed every three years.

14.3 The Integration Joint Board will be responsible for managing strategic risk. The Parties will retain responsibility for managing operational risks.

14.4 The Parties will make relevant resources available to support the Integration Joint Board in its risk management.

14.5 The Parties will maintain their own risk management strategies, systems and processes in relation to the management of risk inclusive of operational risk. The Parties will make information on operational risks available to the Chief Officer at a minimum of quarterly to support assessment of strategic risk by the Integration Joint Board. Where a number of operational risks impact across multiple service areas or, because of interdependencies, require more strategic leadership, these risks will be escalated to the Chief Officer as having 'strategic risk' status for the attention of the Integration Joint Board. The Chief Officer will maintain a register of strategic risks for the Integration Joint Board and will share this with the Parties quarterly to support understanding

14.6 The Chief Officer will have overall responsibility for the Integration Joint Board's strategic risk management framework, ensuring that suitable and effective arrangements are in place to manage the risks relating to the functions within the scope of the IJB. The Chief Officer will keep the Parties informed of any significant, existing or emerging risks that could seriously impact the Integration Joint Board's ability to deliver the outcomes of their Strategic Plans or the reputation of the Integration Joint Board or the Parties.

14.7 The Parties and the Integration Joint Board will consider these risks at least annually and notify each other where they have changed.

15 DISPUTE RESOLUTION MECHANISM

15.1 In the event of a failure by the Parties to reach agreement between or amongst themselves in relation to any aspect of this Scheme or the integration functions then they will follow the process laid out below:

15.1.1 Either party can invoke this Dispute Resolution Mechanism by serving written notice of their intention to do so on the other Party. Such notice will be deemed to be received on the day following the issuing of the notice. The date following the issuing of the notice is herein referred to as “the relevant date”.

15.1.2 The Chief Executives of the Parties will meet, within seven days of the relevant date, to attempt to resolve the issue;

15.1.3 If unresolved, and within 21 days of the relevant date, the Parties will each prepare a written note of their position on the issue and exchange it with the others;

15.1.4 In the event that the issue remains unresolved, representatives of the Parties will proceed to independent mediation with a view to resolving the issue.

15.1.5 Within 28 days of the relevant date, duly authorised representatives the Parties will take reasonable steps to meet with a view to appointing a suitable independent person to act as a mediator. If agreement cannot be reached then a referral will be made to the President of the Law Society of Scotland inviting the President to appoint a person to act as mediator. The mediation process shall be determined by the mediator appointed and shall take place within 28 days of the mediator accepting appointment.

15.2 Where the issue remains unresolved after following the processes outlined in 15.1.1-15.1.5 above, the Parties agree that they will notify Scottish Ministers that agreement cannot be reached.

15.3 The notification will explain the nature of the dispute and the actions taken to try to resolve the dispute including any written opinion or recommendations issued by the mediator.

15.4 The Parties agree to be bound by this determination of this dispute resolution mechanism.

ANNEX 1

PART 1

Functions delegated by NHS Tayside to the Integration Joint Board

Set out below is the list of functions that will be delegated by NHS Tayside to the Integration Joint Board as set out in the Public Bodies (Joint Working) (Prescribed Health Board Functions) (Scotland) Regulations 2014. The functions in this list are being delegated only in respect of the services described in Annex 1 part 2(a) and Part 2(b)

Functions prescribed for the purposes of section 1(6) and 1(8) of the Act

Column A	**Column B**
Enactments to be conferred	***Limitations***
The National Health Service (Scotland) Act 1978	

All functions of Health Boards conferred by, or by virtue of, the National Health Service (Scotland) Act 1978	Except functions conferred by or by virtue of—
	section 2(7) (Health Boards);
	section 2CB(a) (functions of Health Boards outside Scotland);
	section 9 (local consultative committees);
	section 17A (NHS contracts);
	section 17C (personal medical or dental services);
	section 17 I(b) (use of accommodation)
	section 17J (Health Boards' power to enter into general medical services contracts);
	section 28A (remuneration for Part II services);
	section 38 (c) (care of mothers and young children);
	section 38A(d) (breastfeeding);
	section 39(e) (medical and dental inspection supervision and treatment of pupils and young persons);
	section 48 (residential and practice accommodation);
	section 55(f) (hospital accommodation on part payment);
	section 57 (accommodation and services for private patients);
	section 64 (permission for use of facilities in private practice);
	section 75A(a) (remission and repayment of charges and payment of travelling expenses);
	section 75B(b) (reimbursement of the cost of services

Column A	Column B
Enactments to be conferred	***Limitations***
	provided in anther EEA state);
	section 75BA(c) (reimbursement of the cost of services provided in anther EEA state where expenditure is incurred on or after 25 October 2013);
	section 79 (purchase of land and moveable property);
	section82(d) (use and administration of certain endowments and other property held by Health Boards);
	section 83(e) (power of Health Boards and local health councils to hold property on trust);
	section 84A(f) (power to raise money, etc., by appeals, collections etc.);
	section 86 (accounts of Health Boards and the Agency);
	section 88 (payment of allowances and remuneration to members of certain bodies connected with the health services);
	Section 98(g) (payment of allowances and remuneration to members of certain bodies connected with the health services);
	paragraphs 4, 5, 11A and 13 of Schedule 1(c) to the Act (Health Boards);
	and functions conferred by—
	The National Health Service (Charges to Overseas Visitors) (Scotland) Regulations 1989(h);
	The Health Boards (Membership and Procedure) (Scotland) Regulations 2001/302
	The National Health Service(Clinical Negligence and Other Risks Indemnity Scheme)(Scotland) Regulations 2000;
	The National Health Services (Primary Medical Services Performers Lists) (Scotland) Regulations 2004;
	The National Health Service (Primary Medical Services Section 17C Agreements) (Scotland) Regulations 2004;
	The National Health Service (Discipline Committees) (Scotland) Regulations 2006;
	The National Health Service (General Ophthalmic Services) (Scotland) Regulations 2006;
	The National Health Service (Pharmaceutical Services) (Scotland) Regulations 2009and
	The National Health Service (General Dental Services) (Scotland) Regulations 2010; and
	The National Health Service(Free Prescriptions and Charges for Drugs and Appliances)(Scotland) Regulations 2011(a)

Column A	Column B
Enactments to be conferred	***Limitations***
Disabled Persons (Services, Consultation and Representation) Act 1986 (a)	
Section 7 (Persons discharged from hospital)	
Community Care and Health (Scotland) Act 2002(b)	
All functions of Health Boards conferred by, or by virtue of, the Community Care and Health (Scotland) Act 2002.	
Mental Health (Care and Treatment) (Scotland) Act 2003 (c)	
All functions of Health Boards conferred by, or by virtue of, the Mental Health (Care and Treatment) (Scotland) Act 2003.	Except functions conferred by— section 22 (Approved medical practitioners); section 34 (inquiries under section 33:co-operation)(b); section 38(duties on hospital managers: examination, notification etc.) (c); section 46 (hospital managers' duties: notifications) (a); section 124 (transfer to other hospital); section 228 (request for assessment of needs: duty on local authorities and Health Boards); section 230 (appointment of patient's responsible medical officer); section 260 (provision of information to patient); section 264 (detention in conditions of excessive security: state hospitals); section 267 (orders under sections 264 to 266: recall) section 281(b) (correspondence of certain persons detained in hospital); **and functions conferred by-** The Mental Health (Safety and Security) (Scotland) Regulations 2005(c) The Mental Health (Cross border transfer: patients subject to detention requirement or otherwise in hospital) (Scotland) Regulations 2005(d); The Mental Health (Use of Telephones) (Scotland) Regulations 2005 (e); **and** The Mental Health (England and Wales Cross border transfer: patients subject to requirements other than detention) (Scotland) Regulations 2008(f).
Education (Additional Support for Learning) (Scotland) Act 2004	
Section 23	

Column A	Column B
Enactments to be conferred	***Limitations***
(other agencies etc. to help in exercise of functions under this Act)	
Public Services Reform (Scotland) Act 2010	
All functions of Health Boards conferred by, or by virtue of, the Public Services Reform (Scotland) Act 2010	Except functions conferred by— section 31(Public functions: duties to provide information on certain expenditure etc.); and section 32 (Public functions: duty to provide information on exercise of functions).
Patient Rights (Scotland) Act 2011	
All functions of Health Boards conferred by, or by virtue of, the Patient Rights (Scotland) Act 2011	Except functions conferred by The Patient Rights(complaints Procedure and Consequential Provisions) (Scotland) Regulations 2012/36(a).
Carers (Scotland) Act 2016	
Section 31 (duty to prepare local carer strategy)	

PART 2

Services provided by NHS Tayside which are to be integrated.
The functions listed in Annex 1 Part 1 are delegated only in relation to these services:

- Accident and emergency services provided in a hospital
- Inpatient hospital services relating to the following branches of medicine:
    - General medicine
    - Geriatric medicine;
    - Rehabilitation medicine;
    - Respiratory medicine;
    - Psychiatry of learning disability.
- Palliative care services provided in a hospital
- Inpatient hospital services provided by general medical practitioners
- Services provided in a hospital in relation to an addiction or dependence on any substance
- Mental health services provided in a hospital, except secure forensic mental health services.
- District nursing services
- Services provided out with a hospital in relation to addiction or dependence on any substance
- Allied health professionals in an outpatient department, clinic, or out with a hospital
- Public dental services
- Primary medical services
- General dental services
- Ophthalmic services
- Pharmaceutical services
- Primary care out-of-hours
- Geriatric medicine
- Palliative care
- Community learning disability services
- Mental health services provided out with a hospital
- Continence services provided out with a hospital
- Home renal dialysis services
- Services provided by health professionals that aim to promote public health

PART 3

Services provided by NHS Tayside which are to be integrated

The functions listed in Annex 1 Part 1 that are delegated in relation to the services that are to be integrated and delivered on a pan-Tayside basis are noted in the table below. The arrangements

for these services are noted in paragraph 6.6 of the Integration Scheme . Whilst these arrangements may be subject to change by agreement of Tayside NHS Board and the three Tayside Local Authorities, the Parties recommend that they are delivered on a Lead Partner basis as follows:

Angus

- Primary care services (excluding the NHS Board administrative, contracting, and professional advisory functions)
- Locality Pharmacy
- GP Out of Hours
- Continence
- Speech and Language Therapy
- Forensic Medical services and Custody Nursing

Dundee

- Psychology
- Sexual and Reproductive Health services
- Homeopathy
- Specialist Palliative Care
- The Centre for Brian Injury Rehabilitation (CBIRU)
- Eating disorders
- Dietetics
- Medical Advisory
- Tayside Health Arts Trust
- Keep Well
- Psychotherapy

Perth and Kinross

- Public Dental Services/Community Dental Services
- Prisoner Healthcare
- Podiatry

Strategic Planning coordination only in relation to:

- Inpatient mental health services
- Inpatient learning disability services
- Inpatient drug and alcohol services

NHS Tayside

Operational management only in relation to:

- Large hospital services including Accident and Emergency and wards associated with unplanned admissions
- Inpatient mental health services
- Inpatient learning disability services
- Inpatient drug and alcohol services

PART 4

The following services from Part 2 of Annex 1 and Part 3 of annex 1 will also be integrated in respect of people under the age of 18:

- Accident and Emergency services provided in a hospital
- Public dental services
- Primary medical services provided under a general medical services contract, and arrangements for the provision of services made under section 17C of the National Health Service (Scotland) Act 1978, or an arrangement made in pursuance of section 2C(2) of the National Health Service (Scotland) Act 1978
- General dental services provided under arrangements made in pursuance of section 25 of the National Health (Scotland) Act 1978
- Ophthalmic services provided under arrangements made in pursuance of section 17AA or section 26 of the National Health Service (Scotland) Act 1978
- Pharmaceutical services and additional pharmaceutical services provided under arrangements made in pursuance of sections 27 and 27A of the National Health Service (Scotland) Act 1978
- Primary medical services out-of-hours
- Community learning disability services
- Home renal services
- Services provided by allied health professions
- Sexual and reproductive services

ANNEX 2

PART 1

Functions delegated by Dundee City Council to the Integration Joint Board

Set out below is the list of functions that are delegated by the Council to the Integration Joint Board as set out in the Public Bodies (Joint Working) (Prescribed Local Authority Functions etc.) (Scotland) Regulations 2014.

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

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

Column A **Enactment conferring function**	**Column B Limitation**
Section 12AZA (assessments under section 12A - assistance)	So far as it is exercisable in relation to another integration function.
Section 13 (power of local authorities to assist persons in need in disposal of produce of their work.)	
Section 13ZA (provision of services to incapable adults.)	So far as it is exercisable in relation to another integration function.
Section 13A (residential accommodation with nursing.)	
Section 13B (provision of care or aftercare.)	
Section 14 (home help and laundry facilities.)	
Section 28 (burial or cremation of the dead.)	So far as it is exercisable in relation to persons cared for or assisted under another integration function.
Section 29 (power of local authority to defray expenses of parent, etc., visiting persons or attending funerals.)	
Section 59 (provision of residential and other establishments by local authorities and maximum period for repayment of sums borrowed for such provision.)	So far as it is exercisable in relation to another integration function.
The Local Government and Planning (Scotland) Act 1982(a)	
Section 24(1) (The provision of gardening assistance for the disabled and the elderly.)	
Disabled Persons (Services, Consultation and Representation) Act 1986(b)	
Section 2 (rights of authorised representatives of disabled persons.)	
Section 3 (assessment by local authorities of needs of disabled persons.)	
Section 7 (persons discharged from hospital.)	In respect of the assessment of need for any services provided under functions contained in welfare enactments within the meaning of section 16 and which are integration functions.

Column A **Enactment conferring function**	**Column B Limitation**
Section 8 (duty of local authority to take into account abilities of carer.)	In respect of the assessment of need for any services provided under functions contained in welfare enactments (within the meaning set out in section 16 of that Act) which are integration functions.
The Adults with Incapacity (Scotland) Act 2000(c)	
Section 10 (functions of local authorities.)	
Section 12 (investigations.)	
Section 37 (residents whose affairs may be managed.)	Only in relation to residents of establishments which are managed under integration functions.
Section 39 (matters which may be managed.)	Only in relation to residents of establishments which are managed under integration functions.
Section 41 (duties and functions of managers of authorised establishment.)	Only in relation to residents of establishments which are managed under integration functions
Section 42 (Authorisation of named manager to withdraw from resident's account.)	Only in relation to residents of establishments which are managed under integration functions
Section 43 (statement of resident's affairs.)	Only in relation to residents of establishments which are managed under integration functions
Section 44 (resident ceasing to be resident of authorised establishment.)	Only in relation to residents of establishments which are managed under integration functions
Section 45 (appeal, revocation etc.)	Only in relation to residents of establishments which are managed under integration functions
The Housing (Scotland) Act 2001(a)	
Section 92 (assistance for housing purposes.)	Only in so far as it relates to an aid or adaptation.
The Community Care and Health (Scotland) Act 2002(b)	
Section 5 (local authority arrangements for of residential accommodation outwith Scotland.)	
Section 14 (payments by local authorities towards expenditure by NHS bodies on prescribed functions.)	

Column A **Enactment conferring function**	**Column B Limitation**
The Mental Health (Care and Treatment) (Scotland) Act 2003(c)	
Section 25 (Care and support services etc.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 26 (services designed to promote well-being and social development.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 27 (assistance with travel.)	Except in so far as it is exercisable in relation to the provision of housing support services.
Section 33 (duty to inquire.)	
Section 34 (inquiries under section 33: Co-operation.)	
Section 228 (request for assessment of needs: duty on local authorities and Health Boards.)	
Section 259 (advocacy.)	
The Housing (Scotland) Act 2006(a)	
Section 71(1)(b) (assistance for housing purposes.)	Only in so far as it relates to an aid or adaptation.
The Adult Support and Protection (Scotland) Act 2007(b)	
Section 4 (council's duty to make inquiries.)	
Section 5 (co-operation.)	
Section 6 (duty to consider importance of providing advocacy and other.)	
Section 11 (assessment orders.)	
Section 14 (removal orders.)	
Section 18 (protection of moved persons property.)	

Column A **Enactment conferring function**	**Column B Limitation**
Section 22 (right to apply for a banning order.)	
Section 40 (urgent cases.)	
Section 42 (adult protection committees.)	
Section 43 (membership.)	
Social Care (Self-directed Support) (Scotland) Act 2013(a)	
Section 5 (choice of options: adults.)	
Section 6 (choice of options under section 5: assistances.)	
Section 7 (choice of options: adult carers.)	
Section 9 (provision of information about self-directed support.)	
Section 11 (local authority functions.)	
Section 12 (eligibility for direct payment: review.)	
Section 13 (further choice of options on material change of circumstances.)	Only in relation to a choice under section 5 or 7 of the Social Care (Self-directed Support) (Scotland) Act 2013 .
Section 16 (misuse of direct payment: recovery.)	
Section 19 (promotion of options for self-directed support.)	
Carers (Scotland) Act 2016	
Section 6 (duty to prepare adult carer support plan)	
Section 21 (duty to set local eligibility criteria)	
Section 24 (duty to provide support)	

Section 25 (provision of support to carers: breaks from caring)	
Section 31 (duty to prepare local carer strategy)	
Section 34 (information and advice service for users)	
Section 35 (short breaks services statements)	

PART 2

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

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

PART 3

Services currently provided by Dundee City Council which are to be integrated

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

Revision of Tayside Health and Social care Integration Schemes
Analysis of Responses from Consultation on the Integration Schemes in Angus and Dundee
The development of the revisions to the integration schemes in Tayside has been an inclusive process. A project group was established drawing membership from the Parties and from HSCPs. During consideration of each section wider groups of staff and members of the third and independent sectors were involved in commenting throughout the process. Meetings with members of the Integration Joint Boards, elected members and NHS Tayside Board have taken place during the revision period. Meetings with Integration Joint Boards included public and carer representatives. This approach has led to a wide group of required prescribed consultees being directly involved in the revision process.
An online public consultation was undertaken between Thursday 24 March 2022 and Sunday 24 April 2022 in respect of the Integration Schemes for Dundee and Angus. The Dundee and Angus Integration Schemes are identical, comments on each scheme are there for considered to be relevant to both. The web content on both Council and NHS Tayside websites included a summary of what had changed and what has stayed the same in the Integration Schemes. The content was the same across all three websites.
The consultation exercise south comments on:

- the respondents understanding of the document and any suggestions to improve its accessibility.
- Any specific comments on the following sections:
    - local operational management arrangements
    - Chief Officer
    - Clinical, Care and Professional Governance
    - Finance
- Any other comments

Social media coverage in Angus relating to the consultation had significant reach of more than 17,000 from one twitter post alone. Further detail on social media reach is provided in Appendix 2. In Angus this reach led to the web content being accessed on *246* occasions. Only a percentage of those accessing the web content went on the provide comments on the draft schemes. There have been 81 responses to the consultation, not all consultees provided comment or commented on every section of the scheme. Although the Perth and Kinross Scheme was not available for consideration during the consultation period, a small number of respondents provided comments in relation to Perth and Kinross. Some applied their comments to all schemes. Appendix 1 provides the detail of comments received. It has been necessary to redact a small number of responses due to the nature of the comments. None of the redacted comments relate directly to the Integration Scheme.
Many of the comments did not relate directly to the content of the Integration scheme except in relation to comments on finance. Some comments were more related to considerations for strategic planning opportunities for service improvement, and communication. These comments have been shared with HSCPs in order that the Strategic Planning Groups can consider these suggestions. Some respondents identified the individuals responsible for operational management arrangements in the community, the Chief Officer and the Chief Finance Officer, these references are part of the redacted comments.
25% of respondents were employees of either Dundee City Council, Angus Council or NHS Tayside including nurses, allied health professionals, social workers, social care staff, support workers, Town Planner, clerical staff, and finance staff.
30% respondents were users of health and/or social care services
3% respondents were independent providers of health and/or social care
15% respondents described themselves as 'other'
Some did not respond to this question
The responses

7. **Understanding the scheme**

    69% commented that they understood the content of the scheme. Comments in relation to improving peoples understanding of the scheme ranged from the provision of more information about integration including identifying clearly who is responsible for what. Request for more use of plain English.

8. **Local operational management**

Comments ranged from describing the arrangements as top heavy to being very clear and concise. There were comments on the quality of communication between people working in different parts of the integrated system.

9. Role of the Chief Officer

Comments ranged from the description of the role being clear and concise to being unclear who held this role and again the quality of communication between parts of the integration system. It was clear a number of respondents knew who the Chief Officer was as they were named in the response. There were no specific comments in the change to operational management arrangements in respect of mental health inpatients.

10. Clinical, Care and Professional Governance

Respondents raised issues relating to poor communication which need to be considered within the existing clinical acre and professional governance arrangements. The section was described as limited but also the processes in place were described well.

11. Finance

This section drew the most comments. Those who responded are :

- Generally not supportive of the addition of the sentence in section 9.20 in respect of repayments as part of the approach to risk sharing. There were several responses to this issue including detailed comment about why it was not considered appropriate by the respondent
- Concern raised over large hospital set aside that do not work as described.
- Underfunding of mental health services
- The definition of requisition should eb reconsidered

12. Other comments

There were a range of other comments from responders including:

- The need to improve communication generally
- The need for the Council dn the NHS to demonstrate their commitment to integration and the need to deliver improvements in integrated working
- Concerns over staff morale
- The length of the document.

Recommendations

1. Review the draft schemes to improve, where possible the use of plain English including the review of any jargon and consideration of the need for any further definitions.
2. The development of a one summary that explains the arrangements
3. Reconsideration of the need for and inclusion of the repayment sentence in section 9.20.
4. The provision of relevant comments to the Chief Officers for consideration by their strategic planning group or other appropriate forums.
5. Provision of feedback on the consultation on the Council and NHS websites.

Appendix 1

Comments Received

Area of comment	Scheme	Comment	Response
How could we make the integration scheme more easy to understand?	Dundee	Need this in plain English and in easy read format if you really want people who are engaging with your services to participate. Suggest you ask Dundee Council how to carry out consultations and participatory arrangements well.	
	Dundee	It changes constantly, doesn't work due to the mix of 3 different councils needs/monies and there is no real integration evident or leadership.	The NHS and Local Authority must have an Integration Scheme in place, and this must be reviewed every 5 years. Whilst there will be change as systems evolve the aim is to allow for this through the scheme but where the change cannot be allowed for an additional review would be required with any revisions submitted for approval to the Scottish Government
	Angus	Better local focused information provision relevant to what the local population might access, rather than Forfar or Arbroath centric. Especially for the North East Locality service users	Comment passed to Strategic Planning group for consideration and action
	Perth and Kinross	More information clear honest information	The scheme is a technical and legal document with mush of the language drawn from the legislation itself. A set of definitions has been included to improve understanding. Consideration will be given to the need for additional definitions and further consideration of opportunity to increase the use of plain English
	Angus	Its not been advertised. Talked about by professional such as doctors etc	Comment passed to Strategic Planning group for consideration and action
	Perth and Kinross	Simplified	
	Angus	Plain English and what the scheme means for patients. It's no use having a scheme that only medical and other professionals can understand.	
	Dundee	a lawyer to decipher the jargon	
	Dundee	Joe Public doesn't understand what integration is	Comment passed to Strategic Planning group for consideration and action
	Dundee	It would be helpful to have accessible information about the scheme.	
	Dundee	Need to let more people know about it. Leaflets ,adds.	Comment passed to Strategic Planning group for

			consideration and action
	Angus	More clarity over inpatient Learning Disabilities and Mental Health - who exactly is responsible for delivering these?	Section 5.1 and 5.2 identifies that the IJB is responsible for planning all services related to the delegated function. This includes inpatient learning disability and mental health services. NHS Tayside is responsible for operational management (including delivery) (section 5.3 and 5.4) of those services following the Directions of the IJB
Local operational management arrangements	Dundee	No one knows what this means	
	Dundee	Too many managers no clear direction. General public have no idea of what is going and even staff struggle.	Comment passed to Strategic Planning group for consideration and action
	Dundee	there remains to appear communication problems within the operational management team between NHS Tayside and Social Care	
	Angus	These do not seem to consider the effects on patients either in terms of health or wellbeing e.g. travel, travel costs, where to get help, why it is necessary to remove almost all clinics/MIIUs from Angus etc.	Comment passed to Strategic Planning group for consideration and action
	Dundee	Not working	
	Dundee	Not one knows what this means	
	Angus	Language used clear and concise with clear lines of who does what.	
	Dundee	seems very top heavy	
	Angus	OK	
	Dundee	No people with lived experience on the IJB. IF human rights are central to your purposes, then using a human rights-based approach must be too. The first principle of a rights-based approach is participation. I don't see the participation of people who you are serving on the IJB. That's not a rights-based approach. Strategically you need to be in this place, given the new Human Rights Act that is coming to Scotland, whereby people who experience human rights failures will be able to use courts to apply their rights, the IJB needs to get ahead of the game and fully integrate human rights in your services and use a rights-based approach in practice. Message me clare@makingrightsreal.org.uk if you want to discuss.	
	Dundee	How do you ensure that health do not discharge people from hospital prematurely and when there is no care package in place	

		for those who need it? How do you demonstrate that? Where do you publish that?	
Role of the Chief Officer	Angus	Description of who holds this post clear and easy to understand functions of this role.	
	Dundee	not sure who they are and what the priorities are	Comment passed to Strategic Planning group for consideration and action
	Dundee	Who?	
	Angus	OK	
	Angus	Section 6.10 notes "The Parties agree that the Chief Officer will have appropriate corporate support...". It has previously been noted that there was a need to "To address the inclusion of an annex on agreed corporate support". However, the previous list of corporate support services (section 4.13 of existing scheme) has not been replaced by any annex and therefore an area that it was recognised needed clarified now contains less detail in the core document, exposing the IJB to further lack of clarity and increased uncertainty. .	The NHS and Councils have committed to developing a memorandum of understanding which will detail the corporate support arrangements for the Integration Joint Board. (section 5.11 of revised draft for consultation)
	Dundee	How does the Chief Officer obtain feedback from front line states? How many front line staff does the Chief Officer personally consult each year? How many team meetings does the Chief Officer attend each year? Where do you publish that information?	
	Dundee	Poor. Poor communication and joint working is not evident.	
Clinical, care and Professional Governance	Dundee	integration there are areas within clinical care that remain to have communication problems.	
	Dundee	Communication is extremely poor. Poor joint working remains	
	Angus	It might be helpful to refer to the strengthening links between public health and spatial planning, housing and regeneration and the ways in which collaboration can help to deliver better outcomes for people, work towards community resilience and meet health and wellbeing objectives. Opportunities for closer working to support improvements in physical and mental health outcomes in Angus exist through the preparation of the next local development plan looking ahead 20 years. Contact ldp@angus.gov.uk if this is of interest.	Comment passed to Strategic Planning group for consideration and action
	Dundee	integration there are areas within clinical care that remain to have communication problems.	
	Dundee	You don't care really	

	Dundee	Normal people done understand this	
	Dundee	Incorporate the incredible NHS and social work post grad programmes into systems to fill deficits and inspire out of the box thinking through the use of placements to keep the engagement fresh and current for councils and programmes.	Comment passed to Strategic Planning group and workforce planning arrangements for consideration and action
	Angus	Processes to achieve how this will be done described well for each arm of the integrated teams involved in delivery of services.	
	Dundee	seems that community services are diminished	Comment passed to Strategic Planning group for consideration and action
	Angus	Disappointingly, no mention of prevention, surely as, if not more, important, as subsequent healthcare	Comment passed to Strategic Planning group for consideration and action
	Angus	Limited	
	Dundee	Serious attention needs focused on older peoples care & support in the community. Significant delayed hospital discharges at the moment due to a lack of even the most basic care packages, which are exceptionally difficult to get agreed in the first place. RVH not fit for purpose in 2022, not even a day room for people to watch TV & no activities organiser. Communication with relatives/carers needs to be more proactive (no direct involvement in MDT meetings)	Comment passed to Strategic Planning group for consideration and action
	Dundee	How do you ensure that care managers have a manageable workload? How do you measure and demonstrate that? Where do you publish such information?	Comment passed to Chief Officers for consideration
Finance	Dundee	Both council and NHS are badly run and spending on irrelevant nonsense.	Comment passed to Strategic Planning group for consideration and action
	Dundee	"In relation to the suggested revision to the financial risk sharing arrangements, I have the following concerns and therefore do not support the suggested changes: 1) The Integration Scheme already has a section in it placing responsibility on the IJB's to take action and manage projected overspends which reduces the overall financial risk to the partner bodies:- - Where a year end overspend in the Integration Joint Board's budget is projected the Chief Officer and the Chief Finance Officer must present a recovery plan to the Parties and the Integration Joint Board to address in year overspends and any recurring overspends for future financial years. - In the event that the recovery plan is unsuccessful, and an overspend is evident at the year end, uncommitted reserves held by the Integration Joint Board would firstly be used to address any overspend. If after the application of reserves there remains a	

		forecast overspend, a revised Strategic Plan must be developed and agreed by the Parties to enable the overspend to be managed in subsequent years. 2) If a system has overspent, then it is already challenging under the current risk sharing arrangements to bring it back to balance without asking that system to pay an overspend back in the future. The whole system, and NHS Tayside (NHST) acute services in particular, is likely to experience unintended consequences of an IJB trying to pay back previous year overspends with potential increases in delayed discharges and increased unscheduled care admissions if community based services need to be reduced to balance funding. This could lead to increased financial exposure to NHST across the wider system. 3) The IJB is supposed to be the “enabling” body between the partners to deliver change through integrating services – a proposal to require payback of risk share amounts would severely compromise the IJB’s ability to effect change leading to the status quo in service provision and inability to meet continuing rises in demand for health and social care services. This goes against the vision and strategic priorities the partners have signed up to within the IJB’s Strategic and Commissioning Plans. 4) Annual savings targets are already proving challenging in the context of overall funding levels versus increased demand and increasing cost of service provision e.g. pay uplifts, price inflation such as food, national care home contract etc and there is often still a reliance on opportunistic, non-recurring savings (similar to the partners positions). Adding in provision for payback of brokerage is likely to mean additional cuts to services in the areas we need to be investing in e.g. early intervention / prevention/tackling inequalities. This will again have a wider impact on the whole system and increase overall financial exposure of NHST across the wider hospital system. 5) The budget process itself becomes more complex and is likely to cause friction in the system. IJB CFO’s have a duty to advise the IJB if the budget “offer” from the partner bodies is sufficient for them to deliver the strategic plan. If sufficient resource is not forthcoming to cover cost and demand pressures (including historical budget deficits which have not been resolved such as complex care), CFO’s could recommend rejection of the budget to protect the IJB’s position with resultant delays in budget setting and requirement for conciliation. 6) Partners may	

		become locked in dispute with each other around the management of the IJB's budget e.g. a Local Authority partner may want to recover funds when NHST wants the current system sustained. That may lead to the NHS partner needing to provide additional funding to ensure the health system is not compromised. 7) A partnership that has got itself into difficultly may find itself in a constrained and pressured financial situation with resultant impact on quality of services and reputation may become a relatively unattractive place to work, exacerbating current recruitment challenges."	
	Angus	I have a number of concerns about the additional wording added at section 9.20. These concerns have been set out more fully and in the public domain in Angus IJB reports. They relate to financial implications from the perspective of Angus IJB as follows:-1. The proposed clause will only become effective after sections 9.18 and 9.19 have been implemented. So that implies the IJB has gone as far as amending its Strategic Plan and has still overspent. In those circumstances, it may be questionable if repaying any ongoing overspends to partners/parties (or indeed having this as a possibility) would be conducive to the sustainable delivery of local health and social care services. 2. The potential need to make repayments to partners/parties could, in future, start to be a significant factor in IJB decision making and could start to influence the direction of travel that may not be conducive to the sustainable delivery of local health and social care services. 3. The IJB may see this clause added into it's governance framework (i.e. the Integration Scheme) at the same time as issues with regard to budget issues regarding Large Hospital Set Aside, Complex Care and Mental Health funding remain unresolved. 4. The proposed clause includes the phrase "by agreement" but does not set out how an agreement will be reached or who the agreement is between or, if it involves three parties, whether that agreement need to be unanimous. Nor does the clause determine when an agreement about repayment has to reached (i.e. at the end of the financial year a payment is made, or at a subsequent date). Noting this clause will only ever become effective at a challenging time for the IJB (i.e. when it has been in an overspending position), then clarity regarding the decision making around this clause should ideally be built into the clause at	

		the outset. 5. It should be noted that there is currently potential uncertainty about the accounting treatment of any funding that may have to be repaid. For example, does that funding meet the criteria of income recognition and could the repayment clause generate a contingent liability. It may be worth securing detailed views on the technical accounting treatment associated with this new wording before it is adopted..	
	Dundee	Don't understand	
	Angus	Don't agree with the addition of the sentence about repayment in para 9.20. The IJB has paid money back to NHST and AC in the past when there was no requirement to do so but their financial situation needed support. The IJB should expect the same consideration if at some point the tables are turned. This provision may make IJB members more reluctant to provide that support in future.	
	Dundee	underfunded mental health services for many years. Agree redesign was needed however understaffed homecare services remain evident and management structure needs redesign still looking from ex health professional point of view and patient point of view. Sadly funding appears to be not utilised to full potential and not placed into priority areas	Comment passed to Strategic Planning group for consideration and action
	Dundee	Not in good position and needs to be more securitised	Comment passed to Strategic Planning group for consideration and action
	Dundee	Too much money spent on drug addicts and not those that actually deserve it	Comment passed to Strategic Planning group for consideration and action
	Dundee	Allocate funding for co-production support between medical and social care professionals	Comment passed to Strategic Planning group for consideration and action
	Angus	Repayment clause creates too much uncertainty for the IJB. If this is to be included (and I don't agree that it should) the scheme needs to include more detail about the circumstances under which the 'may' will be turned in 'will'	
	Angus	I don't understand why an IJB would ever overspend and don't agree that they should have to pay it back. The IJB tells the NHS and Council about how much money they can spend on delivering a particular service. If there is an overspend is that not related to the por management of the available money by the NHS or Council. They should then be responsible for paying for that. making the IJB pay it back will mean less available resource for	

		services in future years making the situation worse for operational management in the NHS and Council. This could happen year on year, it makes no sense to do this.	
	Angus	Transfer of large hospital set aside doesn't seem to work using the model in this scheme which is unchanged from the previous scheme. Angus has not received any transfer of set aside yet has had a huge, planned reduction in bed days during the life of the IJB. NHST does not treat all IJBs equally on this matter.	
	Angus	Clear lines of responsibility set out in document of reporting on expenditure making it easy to understand.	
	Dundee	don't know how this is done	
	Angus	No mention of internal audit and governance	Once established an IJB is an Independent statutory body. As such, each organisation including an IJB is required to establish its own arrangements for audit an governance. IN respect of the IJB these arrangements can be found the IJB standing orders.
	Angus	The process for and circumstances under which repayment may be required need to be agreed with IJBs and must be applied fairly across Tayside. The word may is too vague without explanation.	
	Dundee	How do you ensure financial resources are sufficient to meet need? How do you demonstrate that? Where do you publish that?	
	Angus	It may be helpful to review the definition of the word requisition. It appears to mean the amount sought rather than the amount agreed. Later on the word payment appears to be used to refer to the amount agreed.	
Any other comments	Dundee	Listen to the people in the area. Sort the hierarchy in departments and spend monies more wisely. The people who access the services suffer.	
	Dundee	In relation to corporate support arrangements, it is essential that the partner bodies work with the HSCP as soon as possible to agree a sustainable model of corporate support to the HSCP which will enable the IJB's strategic priorities to be delivered on behalf of the partner bodies.	
	Dundee	The main Understanding is that NHS & HSCP work together to transfer Hospital to Home. Frustrations are that these two separate entities need to work closer together especially regards GP and hospital and other services - OT, Physio, Social Work etc so there is a more joined up approach to individual's care. The term "One	

		hand doesn't know what the other hand is doing' is a frequent comment made by users of our services when trying to navigate the services between NHS/HSCP	
	Dundee	There are positive partnership working evident within integrated teams and a lot of hard-working staff both within social care and health. Staff appear to feel deflated even prior to pandemic and appears moral hit. You can hear staff within clinical waiting areas talking about their services and is hard hearing from public point of view.	
	Dundee	improvements needed to address communication issues within health and social care partnership	
	Angus	https://www.improvementservice.org.uk/products-and-services/consultancy-and-support/planning-for-place-programme/place-health-and-wellbeing	
	Angus	36 pages of info is too much information I am sure it could have been written more succinctly	
	Angus	See above. Little consideration seems to be given to patient welfare and changes are for the benefit of NHS(T).	
	Dundee	Too many overpaid numptys who are then promoted	
	Dundee	The jargon is Covering up what is meant	
	Dundee	Include mental health and well-being as a functional component of social and health care at every level of integration.	
	Angus	The most important thing about his is the commitment by the NHS and the Councils to make it work that they set out at the beginning, the rest is just process. People need to give up the power to the IJB as required	
	Angus	Overview of 3rd party care home provision?	
	Dundee	My experience of health and social care in accessing services for my Dad has been one of service failure, and non integration of services. On one day I spoke to 14 different professionals to try to arrange care. No one would take responsibility, no one was accountable. If you want a conversation about this experience, which tells the story of a failing service, please do contact me. I'd be happy to share with a view to service improvement and increased accountability.	
	Dundee	How do you ensure that care packages are distributed fairly within the community? How do you demonstrate that? Where do you publish that?	

	Dundee	Lack of democratic accountability. Board should comprise fully of elected people rather than appointed	

APPENDIX 2

Social media reach

Facebook post Friday 25 March

The NHS and councils have a legal responsibility to review the Integration scheme every five years. This consultation is part of that process. Have your say on the Angus Council Website: https://orlo.uk/R3xrM

Organic Reach: 4010
Organic Impressions: 4278
Engagement rate: 0.37
Clicks: 15
Likes: 1
Post score: 31
Score average: 417

Facebook post at 12.42pm on Monday 11 April –

Text - Time is running out to Have Your Say about the Health & Social Care Integration Scheme. Closing date for submissions is tomorrow (Tue 12 April) and Angus Council, along with the councils of Dundee and Perth & Kinross and NHS Tayside wants to hear from as many people as possible a wide range of people about the scheme. The Scheme is a legally binding agreement between a Local Authority (Council) and NHS Board that establishes an Integration Joint Board, which is then responsible for adult health and social care outcomes and promoting health and wellbeing for the people in the area. NHS and councils have a legal responsibility to review the Integration scheme every five years. This consultation is part of that process. Have your say while there is still time https://orlo.uk/3U4x8

Organic Reach: 2693
Organic Impressions: 2742
Engagement rate: 1.17
Clicks: 27
Likes: 3
Shares: 2
Post score: 63
Score average: 417

Twitter post at 12.51pm same date–

Text - Have Your Say on the Health & Social Care Integration Scheme. The Scheme establishes an Integration Joint Board responsible for adult health and social care outcomes and promoting health and wellbeing. There's still time (survey closes 12/4) https://orlo.uk/qaWZw

Reach: 17232
Impressions: 546
Engagement rate: 2.75
Clicks: 9
Comments: 0
Likes: 5
Shares: 1
Post Score: 26
Score average: 38

Facebook post at 2.30pm on Tuesday 12 April

Text - There is now a little more time to Have Your Say about the Health & Social Care Integration Scheme. The closing date for submissions has now been extended for Angus and Dundee City council areas to Sunday 24 April. As before, the councils and NHS Tayside want to hear from as many people as possible in relation to the scheme. The Scheme is a legally binding agreement between a Local Authority (Council) and NHS Board that establishes an Integration Joint Board, which is then responsible for adult health and social care outcomes and promoting health and wellbeing for the people in the area. NHS and councils have a legal responsibility to review the Integration scheme every five years. This consultation is part of that process. Have your say https://orlo.uk/ZkXgj

Organic Reach: 1322
Organic Impressions: 1337

Engagement rate: 0.97
Clicks: 12
Likes: 0
Shares:
Post score: 27
Score average: 417

Twitter post at 2.34pm same date -
Text - You now have until Sun 24 April to Have Your Say about the Health & Social Care Integration Scheme. The Scheme establishes an Integration Joint Board responsible for adult health and social care outcomes and promoting health and wellbeing. Have your say https://orlo.uk/dgOM7
Reach: 17227
Impressions: 508
Engagement rate: 1.38
Clicks: 6
Comments: 0
Likes: 1
Shares: 0
Post Score: 13
Score average: 38