

Revision of Dundee Integration Scheme 2022

Side by Side View

Dundee Integration Scheme 2016	Proposed Revised Integration Scheme 2022
Preamble	
<p>1.1 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. There is a choice of ways in which they may do this. The NHS Board and Local Authority can either delegate between each other, under s1(4)(b), (c) and (d) of the Act, or both can delegate to a third body called the Integration Joint Board under s1(4)(a) of the Act. Delegation between the NHS Board and Local Authority is commonly referred to as a "lead agency" arrangement. Delegation to an Integration Joint Board is commonly referred to as a "body corporate" arrangement.</p> <p>1.2 The Dundee Integration Scheme will establish a "body corporate" arrangement, as set out in s1(4)(a) of the Act, and confirms the detail of how NHS Tayside and Dundee City Council will integrate relevant services. Section 7 of the Act requires NHS Tayside and Dundee City Council to jointly submit this Integration Scheme for approval by Scottish Ministers.</p> <p>2 Purpose of the Integration Scheme</p> <p>2.1 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.</p> <p>2.2 This agreement covers the health and wellbeing of all adults including older people. It includes children's services to the extent noted in Annex 1. The role of adults in the lives of children is recognised and giving every child the best start in life is a strategic priority for the Dundee Health and Social Care Partnership.</p>	<p>Note: this section completely revised to bring it up to date and to express the ambition of the Council and NHS Tayside for Integration in Dundee City.</p> <p>1. Establishment</p> <p>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 City 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 City Health and Social Care Partnership.</p> <p>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.</p>

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<p>3 Dundee Vision</p> <p>3.1 The Scottish Government's Public Service Reform agenda is based on '4 Pillars of Reform' – Partnership, Prevention, Performance and People. At the centre of this agenda is a reinvigorated focus on strengthening partnership across public services to ensure services are planned, delivered and monitored in ways which best meet the needs of individuals, families and communities.</p> <p>3.2 Our commitment to the Public Service Reform agenda is articulated in our Single Outcome Agreement/Community Plan 2013 – 2017 which sets out a vision of closer integration within localities to ensure that people in Dundee receive efficient and effective services that meet their needs and are not hampered by organisational boundaries.</p> <p>3.3 The Community Planning partners have agreed that we will achieve this vision through the following local outcomes:</p> <ol style="list-style-type: none"> 1) Dundee will be an internationally recognised city at the heart of a vibrant region with more and better employment opportunities for our people. 2) Our people will be better educated and skilled within a city renowned for learning and culture. 3) Our children will be safe, healthy, achieving, nurtured, active, respected, responsible and included. 4) People in Dundee will have improved physical health and mental wellbeing and will experience fewer health inequalities. 5) People in Dundee are able to live independently and access support when they need it. 6) Our communities will be safe and feel safe. 7) Dundee will be a fair and socially inclusive city 8) Our people will live in strong, popular and attractive communities. 9) Our communities will have high quality and accessible local services and facilities. 10) Our people will live in a low carbon, sustainable city. <p>3.4 Our collective ambition is to achieve the best outcomes for families and communities, so people are at the heart of everything we do. Our communities are unique and their sense of place defines our work.</p> <p>3.5 The locality model in Dundee will be based on 54 neighborhood areas, eight localities and four service provision areas. This will allow robust communication</p>	<p>2 Our Shared Vision for Integration</p> <p>NHS Tayside and Dundee City Council are the partners in this integration scheme. As partners we recognise that the main purpose of integration is:</p> <ul style="list-style-type: none"> • 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. <p>Our shared vision for integration between NHS Tayside and Dundee City, 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.</p> <p>We aim to deliver success in integration where:</p> <ul style="list-style-type: none"> • 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. <p>To achieve this, we will:</p> <ul style="list-style-type: none"> • 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

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<p>and engagement with care groups and communities of interest leading to city wide planning and service commissioning which takes account of the geographical area, natural communities, ward areas, and current health issue based localities.</p> <p>3.6 Rather than doing things 'to' or 'for' people we will work 'with' people to support them to regain and retain the skills and motivation needed to achieve independent lives and to support them to direct the support that they may need to achieve this.</p> <p>3.7 The provision of health and social care services to the citizens of Dundee is a complex task involving enquiries and referrals, visits and assessments, care planning, service delivery and reviews. We recognise the important role communication has to play in this process and the benefits of engaging with those who use services, their families, carers and the public to involve them in the planning, development, delivery and continuous improvement of services. We recognise that in promoting a culture of continuous improvement our staff are our greatest asset. Our health and social care partnership is already well established. We will continue to promote our staff to be skilled, confident and innovative and in so doing capture the ambition that they have for the communities and people they serve. The partnership will commit to creating the space and opportunity for our staff to realise these ambitions.</p> <p>3.8 In the spirit and in accordance with the intention of the Act we have set out, in part 2(a) and Part 2(b) of annex 1 and part 3 of annex 2 a detailed description of local services that relate to the delegated functions for both Dundee City Council and NHS Tayside. We will develop a local Strategic Plan, which takes into account the different needs of the residents in each locality. We will make decisions on the delivery of services, reflecting local needs and resources, while making best use of those resources locally. We will not only focus on what services we provide but how we provide them.</p> <p>3.9 The Integration Scheme sets out the framework for the achievement of the National Health and Wellbeing Outcomes prescribed by Scottish Ministers in Regulations under section 5(1) of the Act, namely:</p> <ol style="list-style-type: none"> 1 People are able to look after and improve their own health and wellbeing and live in good health for longer; 2 People, including those with disabilities or long term conditions or who are frail are able to live, as far as reasonably practicable, independently and at home or in a homely setting in their community; 	<p>diversity is valued</p> <ul style="list-style-type: none"> • 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. <p>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</p>

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<p>3 People who use health and social care services have positive experiences of those services, and have their dignity respected;</p> <p>4 Health and social care services are centred on helping to maintain or improve the quality of life of people who use those services;</p> <p>5 Health and social care services contribute to reducing health inequalities;</p> <p>6 People who provide unpaid care are supported to look after their own health and wellbeing, including to reduce any negative impact of their caring role on their own health and wellbeing;</p> <p>7 People using health and social care services are safe from harm;</p> <p>8 People who work in health and social care services feel engaged with the work they do and are supported to continuously improve the information, support, care and treatment they provide;</p> <p>9 Resources are used effectively and efficiently in the provision of health and social care services.</p> <p>3.10 The Integration Scheme describes the relationship between Dundee City Council and NHS Tayside it sets out how other sectors will be involved. The need to engage with stakeholders, both internal and external, is central to the development and implementation of effective, robust and relevant services.</p> <p>3.11 Once approved, and by Order of the Scottish Ministers, the Dundee Integration Joint Board will be established. The Integration Joint Board will promote transparent and inclusive partnership working. Positive relationships, alongside the accountability and governance arrangements and through the formulation and implementation of a Strategic Plan, will provide improved outcomes for the population of Dundee. The Integration Joint Board will be known as the Dundee Health and Social Care Partnership and will govern and direct the activities laid out in the Integration Scheme.</p>	
Integration Scheme	
<p>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</p>	<p>Note: some additional definitions added and some definitions further clarified. 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</p>

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<p>Tayside”) (together referred to as “the Parties”).</p> <p>DEFINITIONS AND INTERPRETATION</p> <p>In implementation of their obligations under the Public Bodies (Joint Working) (Scotland) Act 2014, the Parties agree as follows:</p> <p>“Act” means the Public Bodies (Joint Working) (Scotland) Act 2014;</p> <p>“Parties” means the Council and NHS Tayside;</p> <p>“Dundee” means the local government area for Dundee as defined in the Local Government etc. (Scotland) Act 1994;</p> <p>“Scheme” means this Integration Scheme;</p> <p>“Strategic Plan” means the plan which the Dundee Integration Joint Board is required to prepare and implement in relation to the delegated provision of health and social care services in accordance with section 29 of the Act;</p> <p>“Integration Joint Board” means the Dundee Integration Joint Board to be established by Order under section 9 of the 2014 Act;</p> <p>“Membership Order” means The Public Bodies (Joint Working) (Integration Joint Boards) (Scotland) Order 2014 (SI 2014 no 285);</p> <p>“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;</p> <p>“Partners” means communities, staff, third sector, service users and carers and independent sector;</p> <p>“Lead Partnership” means the Integration Joint Board that manages services on behalf of the other Integration Joint Boards in the NHS Tayside Health Board area;</p> <p>“Hosted Services” means those services of the Parties more specifically detailed in Annex 1 Part 2(b) which, subject to consideration by the Integration Joint Boards through the Strategic Planning process, the Parties agree will be managed and delivered on a pan Tayside basis by a single Integration Joint Board;</p> <p>“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;</p> <p>“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;</p>	<p>principal offices at Level 10, Ninewells Hospital, Dundee DD1 9SY (“NHS Tayside”). Together referred to as “the Parties”.</p> <p>Definitions and Interpretations</p> <p>In this Integration Scheme, the following terms shall have the following meanings:</p> <p>“Act” means the Public Bodies (Joint Working) (Scotland) Act 2014.</p> <p>“Angus” means the local government area for Angus as defined in the Local Government etc. (Scotland) Act 1994.</p> <p>“Dundee” means the local government area for Dundee City as defined in the Local Government etc. (Scotland) Act 1994.</p> <p>“Perth & Kinross” means the local government area for Perth & Kinross as defined in the Local Government etc. (Scotland) Act 1994.</p> <p>“Delegated Functions” means the legislative functions listed in Annex 1 and 2 of this Scheme that are delegated to the Integration Joint Board.</p> <p>“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.</p> <p>“Executive Lead for Mental Health and Learning Disability” means the post that operationally manages the inpatient mental health, inpatient learning disability and inpatient drug and alcohol services in NHS Tayside that relate to those functions that are delegated to the IJB.</p> <p>“Scheme” means this Integration Scheme.</p> <p>“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.</p> <p>“Integrated Budget” means the Budget for the delegated functions set out in Annex 1 and 2 of this scheme.</p> <p>“Integration Joint Board (IJB)” means the Dundee City Integration Joint Board established by Order under section 9 of the 2014 Act.</p> <p>“Membership Order” means The Public Bodies (Joint Working) (Integration Joint Boards) (Scotland) Order 2014 (SI 2014 no 285).</p> <p>“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.</p> <p>“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</p>

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<p>“Requisition” means the financial resources that each of the Parties makes available to the Integration Joint Board in order to deliver the scope of devolved services;</p> <p>“Direction” means the formal notification to the Parties by the Integration Joint Board of the services that are 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;</p> <p>“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;</p> <p>The “NHS Tayside and Tayside Integration Joint Boards’ Collaborative” means the group that includes Chief Officers of the Integration Authorities in Tayside and the NHS Tayside Acute Hospital Director, who will cooperate to prepare the joint performance framework and reporting cycle to ensure performance is maintained and improved in line with the Strategic Plan of the Integration Joint Board and, as appropriate, neighbouring Integration Authorities;</p> <p>“Reporting year” means the period beginning with the date prescribed under section 9(3) of the Act and ending on the first anniversary of that date and each subsequent period of a year.</p>	<p>elements, service concessions, investment properties, intangible assets etc.</p> <p>“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 governance, finance, risk and staff governance, the configuration of those services and all functions associated with ensuring the implementation of directions issued by the Integration Joint Board.</p> <p>“Operational Risk” means the risk of incurring detriment due to inadequate or failed internal processes, people, controls or from external events.</p> <p>“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.</p> <p>“Parties” means the Dundee City Council and NHS Tayside.</p> <p>“Partners” means communities, staff, third sector, service users and carers and independent sector.</p> <p>“Requisition” means the financial resources that each of the parties makes available to the Integration Joint Board in order to deliver the scope of devolved services in line with the strategic plan of the Integration Joint Board.</p> <p>“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.</p> <p>“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.</p> <p>“Lead Partner” means the Chief Officer that through NHS Tayside has operational management of certain health care services that are best managed on a Tayside wide basis.</p> <p>‘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 or inpatient psychiatry of old age services delivered in Perth Royal Infirmary or inpatient services provided in a community hospital.</p> <p>“Reporting year” means the 1 April to 31 March each year.</p> <p>“Planning Period” means the 3-year term of the IJB strategic plan</p>
CHOICE OF INTEGRATION MODEL	

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<p>1.1 WHEREAS in implementation of their obligations under section 2 (3) of the Public Bodies (Joint Working)(Scotland) Act 2014 the Parties are required to jointly prepare an Integration Scheme for the area of the Local Authority setting out the information required under section 1(3) of the Act and the prescribed information listed in the Public Bodies (Joint Working) (Integration Scheme) (Scotland) Regulations 2014 (SSI number 341) therefore in implementation of these duties the Parties agree as follows:</p> <p>1.2 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, 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.</p> <p>1.3 As the Parties intend to delegate functions 'to a body corporate' there will be no wholesale transfer of staff in Dundee City either between the Council and NHS, or vice versa, or from both organisations.</p>	<p>Note unnecessary wording otherwise covered by Act removed</p> <p>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.</p> <p>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.</p>
Delegation of Functions	
<p>2.1 The functions that are to be delegated by NHS Tayside to the Integration Joint Board are set out in Part 1 of Annexe 1 annexed as relative hereto. The description of the services to which these functions relate and which were provided by NHS Tayside prior to the Integration Joint Board being established are set out in Part 2(a) and Part 2(b) of Annexe 1 of the Scheme. Unless otherwise stated health functions are delegated only in relation to persons over the age of 18 years.</p> <p>2.2 The functions that are delegated by the Council to the Integration Joint Board are set out in Part 1 of Annexe 2 annexed as relative hereto. The description of the services to which these functions relate and which were provided by the Council prior to the Integration Joint Board being established is set out in Part 3 of Annex 2.</p>	<p>Note; renumbering of Annexes to improve clarity.</p> <p>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).</p> <p>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.</p>
Local Governance Arrangements	
<p>3.1 Membership of the Integration Joint Board will be determined in accordance with the Membership Order.</p> <p>Only the three elected members nominated by the Council and the three board</p>	<p>Note: membership moved to new section 4</p> <p>3.1 Membership of the Integration Joint Board will be determined in accordance with the Membership Order.</p>

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<p>members nominated by NHS Tayside shall be voting members.</p> <p>3.2 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 NHS Tayside or an elected member of Dundee City Council. 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.</p> <p>3.3 The first chair of the Integration Joint Board will be a voting member nominated by one of the Parties. The Party which has not nominated the chair will nominate the vice chair. The first chair and the first vice chair will hold office for a period of 12 months from the date of establishment of the Integration Joint Board. At the end of the period of 12 months the Party that previously nominated the chair will nominate the vice chair and the Party that previously nominated the vice chair will nominate the chair. The first chair will be drawn from Dundee City Council and the vice chair will be drawn from NHS Tayside.</p>	<p>3.2 Dundee City Council will nominate three of its councillors 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.</p>
<p>Note information Included in previous section</p>	<p>MEMBERSHIP OF THE INTEGRATION JOINT BOARD</p> <p>3.1 Membership of the Integration Joint Board will be determined in accordance with the Membership Order.</p> <p>3.2 Dundee City Council will nominate three of its councillors 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.</p>
<p>Local Operational Delivery Arrangements</p>	<p>LOCAL OPERATIONAL MANAGEMENT ARRANGEMENTS</p> <p>Note: changed title to section to improve understanding of the purpose of the arrangements. Paragraphs have been updated to reflect improvements in arrangements since the establishment of the original scheme, to improve clarity of governance arrangements and remove unnecessary detail or requirements already set out in legislation. Duplication has been removed and some paragraphs moved to the section on the Chief Officer as they relate directly to that role. Wording updated to improve understanding of the difference between the Integration Joint Board whose functioning is set out in legislation and the operational arrangements that have been agreed between NHS Tayside and Dundee City Council that have created the Health and Social Care Partnership.</p>

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<p>The local operational arrangements agreed by the Parties are:</p> <p>4.1 The Integration Joint Board has the responsibility for the planning of services 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 functions and how these arrangements are intended to achieve or contribute to achieving the National Health and Wellbeing Outcomes.</p> <p>4.2 The Integration Joint Board is responsible for operational governance and oversight of integrated services and through the Chief Officer is responsible for the operational management of integrated services excluding delegated acute services. The Integration Joint Board will direct the Parties to deliver these services in accordance with the Strategic Plan.</p> <p>4.3 The Integration Joint Board will be responsible for the planning of acute services that are delegated, but NHS Tayside will be responsible for the operational oversight of acute services and, through the Acute Hospital Director, will be responsible for the operational management of acute services. NHS Tayside will provide information on a regular basis to the Chief Officer and the Integration Joint Board on the operational delivery of these services. Section 6 of this Integration Scheme provides further information on how the Chief Officer, on behalf of the Integration Joint Board, will carry out the operational governance and oversight of the delegated acute services and the relationship between the Acute Hospital Director and the Chief Officer.</p> <p>4.4 Where an Integration Joint Board is also the lead partnership in relation to a hosted service in Annex 1 part 2(b) the Parties will recommend that:</p> <ul style="list-style-type: none"> • It is responsible for the operational oversight of such service(s); • Through its Chief Officer will be responsible for the operational delivery on behalf of all the Integration Joint Boards within NHS Tayside Health Board area; • Such lead partnership will be responsible for the strategic planning and operational budget of the hosted services in Annex 1 part 2(b). <p>4.5 All relevant resources at the disposal of the Parties, relating to the functions will be delegated to the Integration Joint Board. These resources will be managed to ensure that the arrangements for carrying out the integration functions, as set out in the Strategic Plan, are implemented in full.</p> <p>4.6 Information will be provided by the Parties, to the Integration Joint Board</p>	<p>The order of some paragraphs has changed to improve flow in understanding the arrangements. Specific changes to the operational management arrangements for inpatient mental health services as required by the Scottish Government.</p> <p>The local operational arrangements agreed by the Parties are:</p> <p>5.1 The Integration Joint Board has the responsibility for the planning of services in relation to all 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.</p> <p>5.2 The Integration Joint Board is responsible for the planning of all functions that are delegated as specified in Annex 1 and Annex 2 of this Scheme. For the avoidance of doubt this includes certain inpatient acute services, inpatient mental health, inpatient learning disability and inpatient drug and alcohol services as detailed in Annex 1.</p> <p>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.</p> <p>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. The operational management is through the Chief Officer HSCP, Chief Officer Acute Services and Executive Lead for Mental Health and Learning Disabilities respectively. NHS Tayside will provide information on a regular basis to the Integration Joint Board on the performance and governance of these services.</p> <p>5.5 The 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</p>

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<p>setting out the arrangements they have made to ensure that the objectives in 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.</p> <p>4.7 If the Integration Joint Board proposes to take a significant decision about the arrangements for the carrying out their functions, and intends the decision to take effect other than by revising the Strategic Plan, the Integration Joint Board will seek and take account of the views of the Dundee City Strategic Planning Group and take such action as it thinks fit having consulted with the service users for whom the service is being or may be provided.</p> <p>4.8 The Integration Joint Board will review the effectiveness of the Strategic Plan within agreed timescales and not exceeding a period of three years. If it appears that the Strategic Plan is preventing, or is likely to prevent, the carrying out any of the delegated functions appropriately or, in a way which fails to comply with the integration delivery principles and contributes to not achieving the national health and wellbeing outcomes, the Parties acting jointly may direct the Integration Joint Board to prepare a replacement Strategic Plan.</p> <p>4.9 The Integration Joint Board will routinely receive from the Chief Officer and Chief Finance Officer for agreement and as relevant, approval the reports noted below. The Integration Joint Board will act on these reports and adjust direction to the Parties as a result, in line with the Strategic Plan.</p> <ul style="list-style-type: none"> □ An annual work plan setting out the key objectives for the year against the delivery of the Strategic Plan. □ Finance reports (provided by Chief Finance Officer) including: <ul style="list-style-type: none"> o regular operational reports o annual budget setting recommendations o transitional funding reports. □ Performance reports including <ul style="list-style-type: none"> o performance against the National Health and Wellbeing Outcomes o regulation and scrutiny activity o adult protection performance. □ Clinical & care governance reports to be assured of the delivery of safe and effective services. □ Engagement and community co-production reports from each of the Locality Leadership teams. 	<p>governance of those services.</p> <p>5.6 The Integration Joint Board will have oversight of delegated 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.</p> <p>5.7 NHS Tayside have agreed with Angus Council, Dundee City Council and Perth & Kinross Council the integrated operational management arrangements for certain health care services that continue to be best delivered on a Tayside wide basis. These arrangements are set out in Annex 1 Part 3. The Lead Partner (Chief Officer) may be subject to change further to a variation in the agreement between the Councils and NHS Tayside.</p> <p>5.8 The Integration Joint Board has a performance framework which will contain the lists of targets and measures that relate to the delegated integration 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 partners 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.</p> <p>5.9 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..</p> <p>5.10 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.</p> <p>5.11 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</p>

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<ul style="list-style-type: none"> <input type="checkbox"/> Staff governance and workforce planning report. <input type="checkbox"/> Improvement plans and reports. <input type="checkbox"/> Risk management reports. <p>This list is inclusive but not exhaustive.</p> <p>4.10 The Parties will develop a performance framework which will contain the lists of targets and measures that relate to the integration functions for which responsibility will transfer in full or part. The performance framework will also contain a list of targets and measures, which relate to the non- integrated functions of the partners that will have to be taken into account by the Integration Joint Board when preparing their Strategic Plan. The performance framework and the reporting cycle will be approved within three months of the establishment of the Integration Joint Board to ensure that performance is maintained and improved in line with the Strategic Plan.</p> <p>4.11 The Chief Officer shall ensure that where collective gain and positive impact can be achieved against the Strategic Plan, there will be an accord developed in conjunction with Dundee, Perth & Kinross, Aberdeenshire and/or Fife Partnerships. This accord will identify any specific service delivery and strategic objectives and risks.</p> <p>4.12 The Integration Joint Board will publish an annual performance report setting out an assessment of performance, during the reporting year to which the report relates, in planning and carrying out the integration functions for Dundee City. Integration Joint Board members will fully engage in relevant development activity, in addition to formal Integration Joint Board activity, in order to be fully informed and equipped to undertake their duties.</p> <p>4.13 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. An agreement will be developed through the Tayside Health and Social Care Joint Boards Collaborative, on behalf of the parties and within three months of the establishment of the Integration Joint Board, which will define the terms and arrangements for the provision of services to support the Integration Joint Board. The following list of services, which are inclusive but not exhaustive, will be provided</p> <ul style="list-style-type: none"> • Human Resources; • Finance; • Business Support; • Administrative Support; • Performance Management; 	<p>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.</p> <p>5.12 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 AREA.</p> <p>5.13 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 AREA.</p> <p>5.14 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.</p> <p>5.15 The Parties commit to 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.</p>

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<ul style="list-style-type: none"> • Strategic Planning support; • Communications; • Improvement Academy; • Clinical Care and Risk Management ; • Change and Innovation; • Information Governance; • Occupational Health (and Safety) Service; • Procurement ; • Property; • Spiritual Care; • Training and development; • Complaints. <p>These arrangements will be reviewed through regular reports from the Chief Officer to the Integration Joint Board.</p> <p>4.14 In accordance with section 30(3) of the Act the Integration Joint Board is required to consult with the other Tayside Integration Joint Boards to ensure that Strategic Plans are appropriately coordinated for the delivery of integrated services across the Tayside area. There will be an overarching Strategic Plan for the acute hospital services delegated to the Integration Joint Board that is a consolidation of the Integration Joint Board Strategic Plan. This will be coordinated and held by NHS Tayside.</p> <p>4.15 NHS Tayside will consult with the Tayside Integration Joint Boards to ensure that the overarching Strategic Plan for acute services and any plan setting out the capacity and resource levels required for the set aside budget for such acute services is appropriately coordinated with the delivery of services across the Tayside area. The parties shall ensure that NHS Tayside and Tayside Integration Joint Boards' Collaborative will meet regularly to discuss such issues.</p> <p>4.16 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 City.</p> <p>4.17 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 City.</p> <p>4.18 The Integration Joint Board will share the necessary activity and financial data for services facilities or resources that relate to the planned use by the residents of Dundee City.</p> <p>4.19 The Parties agree to use all reasonable endeavours to ensure that the other Tayside Integration Joint Boards and any other relevant Integration Authority will</p>	

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<p>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.</p> <p>4.20 The Parties commit to advise the Integration Joint Board where they intend to change service provision that will have a resultant impact on the Strategic Plan.</p>	
<p>Clinical care and Professional Governance</p>	
<p>5.1 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. The arrangements described in this section are designed to assure the Integration Joint Board of the quality and safety of service delivered.</p> <p>5.2 Explicit lines of professional and operational accountability are essential to assure the Integration Joint Board and the Parties of the robustness of governance arrangements for their duties under the Act. They underpin delivery of safe, effective and person centred care in all care settings delivered by employees of NHS Tayside and Dundee City Council and of the third and independent sectors.</p> <p>5.3 NHS Tayside Board is accountable for Clinical and Care Governance. Professional governance responsibilities are carried out by the professional leads through to the health professional regulatory bodies.</p> <p>5.4 The Chief Social Work Officer in Dundee City holds professional accountability for social work and social care services. The Chief Social Work Officer reports directly to the Chief Executive and elected members of Dundee City Council in respect of professional social work matters. He/she is responsible for ensuring that social work and social care services are delivered in accordance with relevant legislation and that staff delivering such services do so in accordance with the requirements of the Scottish Social Services Council.</p> <p>5.5 Principles of Clinical and Care Governance and Professional Governance</p>	<p>Note: changed title to section to improve understanding of the purpose of the arrangements. Paragraphs have been updated to reflect improvements in arrangements since the establishment of the original scheme, to improve clarity of governance arrangements and remove unnecessary detail or requirements already set out in legislation. Duplication has been removed and some paragraphs moved to the section on the Chief Officer as they relate directly to that role.</p> <p>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.</p> <p>7.1 Explicit lines of professional and operational accountability are essential to assure the IJB, and the Parties, of the robustness of governance arrangements for their duties under the Act. They underpin delivery of safe, effective and person-centred care in all care settings delivered by employees of the Council, NHS Tayside, and the third and independent sectors.</p> <p>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.</p> <p>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</p> <p>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.</p> <p>7.5 Professional governance responsibilities will continue to be carried out by the</p>

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<p>will be embedded at service user/clinical care/professional interface using the framework outlined below. The Integration Joint Board will ensure that explicit arrangements are made for professional supervision, learning, support and continuous improvement for all staff.</p> <p>5.6 The Integration Joint Board will ensure that there is evidence of effective information systems and that relevant professional and service user networks or groups will feed into the agreed Clinical and Care Governance and Professional Governance framework.</p> <p>5.7 The Clinical and Care Governance and Professional Governance framework will encompass the following</p> <ul style="list-style-type: none"> • Information governance; • Professional regulation and workforce development; • Patient/service user/carer and staff safety; • Patient/service user/carer and staff experience; • Regulation, quality and effectiveness of care; • Promotion of equality and social justice. <p>5.8 Each of these domains will be underpinned by mechanisms to measure quality, clinical and service effectiveness and sustainability. They will be compliant with statutory, legal and policy obligations strongly underpinned by human rights values and social justice. Service delivery will be evidence- based, underpinned by robust mechanisms to integrate professional education, research and development.</p> <p>5.9 The Integration Joint Board is responsible for embedding mechanisms for continuous improvement of all services through application of a Clinical and Care Governance and Professional Governance Framework. The Integration Joint Board will be responsible for ensuring effective mechanisms for service user and carer feedback and for complaints handling as laid out in sections 9 and 11 of this scheme.</p> <p>5.10 NHS Tayside Executive Medical and Nursing Directors share accountability for Clinical and Professional Governance across NHS Tayside as a duty delegated by NHS Tayside.</p> <p>5.11 The NHS Board appointed Medical Practitioner whose name is included in the list of primary medical services performers prepared by the Health Board in accordance with Regulations made under section 17P of the National Health Service (Scotland) Act 1978(2), or their depute, 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.</p> <p>5.12 A registered nurse who is employed by the Health Board or by a person or</p>	<p>professional leads through to the health and social care professional regulatory bodies</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>7.9 The Parties have established an Dundee City 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.</p> <p>7.10 The Dundee City 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.</p> <p>7.11 The Dundee City Clinical, Care and Professional Governance Group will provide oversight, advice, guidance and assurance to the Chief Officer, the Integration Joint Board, the Council, and the NHS Tayside Board in respect of clinical care and professional governance for delegated health and social care functions and the services that are integrated.</p> <p>7.12 In respect of clinical, care and professional governance for delegated health functions where 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.</p> <p>7.13 The Care Governance Committee executive professional leads and the Dundee City Clinical, Care and Professional Governance Group will provide advice to the Dundee City 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.</p> <p>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</p>

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<p>body with which the Health Board has entered into a general medical services contract, or their depute, 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.</p> <p>5.13 A registered medical practitioner employed by the Health Board and not providing primary medical services, or their depute, 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.</p> <p>5.14 The Chief Social Work Officer, through delegated authority holds professional and operational accountability for the delivery of safe and innovative social work and social care services within the Council.</p> <p>5.15 The Chief Social Work Officer will provide professional advice to the Chief Officer and Integrated Joint Board in respect of the delivery of social work and social care services by Council staff and commissioned care providers in Dundee City.</p> <p>5.16 The Chief Officer will have in place management structures that ensure accountability and responsibility for professional, clinical and care governance.</p> <p>5.17 Annex 3 provides details of the Clinical and Care Governance structure as it relates to the Integration Joint Board and the Parties. This includes details of how the Area Clinical Forum, Managed Care networks, Local Medical Committees, other appropriate professional groups and the Public Protection Committee are able to provide advice directly to the Tayside Joint Forum.</p> <p>5.18 The Tayside Joint Forum (R1) will bring together senior professional leaders across Tayside, including Medical Director, Nurse Director, Chief Social Work Officers, and the Director of Public Health, will be established. This group, chaired by one of its members, will oversee professional standards of care and practice to ensure the delivery of safe and effective person-centred care within Tayside in line with national and local outcomes. A Local Joint Forum (R2) will reflect the professional membership of R1 but with additional representatives of third sector organisations and other local structures. The Local Joint Forum (R2) will provide oversight, advice, guidance and assurance to the Chief Officer and the Integration Joint Board in respect of clinical care and professional governance for health and social care services. The interaction between the Local and Tayside Joint Fora (R1 and R2) within NHS Tayside and Dundee City Council is set out at annexe 3.</p> <p>5.19 An Operational and Professional Forum, for Dundee City, consisting of a range of professionals and managers will be established within three months of the</p>	<p>and Care Governance and Professional Governance Framework.</p> <p>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 governance for services which they have operational management responsibility which relate to delegated functions.</p>

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<p>establishment of the Integration Joint Board. This group will provide oversight, advice, guidance and assurance to the Chief Officer and the Integration Joint Board on issues relevant to the population of Dundee City.</p> <p>5.20 The role of the Tayside Clinical and Care Governance and Professional Governance group and sub groups will be to consider matters relating to:</p> <ul style="list-style-type: none"> • Strategic Plan development ; • Governance ; • Risk management ; • Service user feedback and complaints ; • Standards ; • Education ; • Learning; • Continuous improvement ; • Inspection activity. <p>5.21 The Tayside Clinical and Care Governance and Professional Governance Joint Forum and the Local Joint Forum will provide assurance to the Integration Joint Board. Information will be used to provide oversight and guidance to the Dundee City Strategic Planning Group in respect of Clinical and Care Governance and Professional Governance, for the delivery of health and social care services across the localities identified in their Strategic Plan.</p> <p>5.22 The Dundee City Strategic Planning Group will have representatives of localities in Dundee City and will be responsible for ensuring locality plans are in place. The Clinical and Care Governance and Professional Governance group will provide advice to the Strategic Planning group and localities for the purposes of locality planning.</p>	
Chief Officer	
<p>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:</p> <p>6.1 At the request of the Integration Joint Board the Chief Executives of the Parties jointly agree that a member of the senior management team of either the Council or NHS Tayside, who is an employee of either the Council or NHS Tayside respectively, 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</p>	<p>Note; paragraphs have been moved into this section from other sections of the Scheme to consolidate the role of the Chief Officer.</p> <p>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:</p> <p>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.</p> <p>6.2 The Parties agree to operate a single integrated operational management model</p>

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<p>weeks.</p> <p>6.2 The Parties agree that the Chief Officer will be responsible for the operational management and performance of integrated services, except delegated acute services, that are delegated to the Integration Joint Board. The Chief Officer will have oversight of delegated acute services. The Chief Officer will report directly to the Chief Executive of the Council and the Chief Executive of NHS Tayside. Joint performance review meetings, for ensuring improvement and operational delivery, involving both Chief Executives and the Chief Officer will take place on a regular basis and at a minimum quarterly.</p> <p>6.3 The Acute Hospital Director will be a single point of operational management responsibility for Ninewells Hospital, Perth Royal Infirmary and Stracathro Hospital. The Acute Hospital Director will report regularly to the Chief Officer and the Integration Joint Board on the operational delivery of integrated functions delivered within the acute hospital and the set aside budget. The NHS Tayside and Tayside Integration Joint Boards Collaborative which includes the Tayside Chief Officers and the NHS Tayside Acute Hospital Director, will cooperate to prepare the performance framework and reporting cycle too ensure performance is maintained and improved in line with the Strategic Plan of the Integration Joint Board and, as appropriate, neighbouring Integration Authorities.</p> <p>6.4 The Chief Officer will have an appropriate 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 for the oversight of delegated acute services, to the population of Dundee City.</p> <p>6.5 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 City. The Chief Officer will be a substantive member of the senior management teams of both Dundee City Council and NHS Tayside.</p> <p>6.6 The Chief Officer is the Accountable Officer for Health and Social Care Integration to the Integration Joint Board in all matters except finance. The Chief Finance Officer is responsible for the proper administration of the Integration Joint Board's financial affairs. A key element of this role will be to develop close working relationships with elected members of Dundee City Council and Non Executive and Executive NHS Tayside Board members.</p> <p>6.7 In addition 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.</p>	<p>for delegated functions (with the exception of acute hospital services, mental health inpatient, learning disability inpatient and drug and alcohol inpatient services). 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 City Health and Social Care Partnership.</p> <p>6.3 The Parties agree that the Chief Officer will be responsible for the operational management and performance of integrated services related to the functions that are delegated to the Integration Joint Board, except delegated acute services, adult mental health inpatient, learning disability inpatient and drug and alcohol inpatient services.</p> <p>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.</p> <p>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 services set out in 5.4 above where NHS Tayside retain operational management responsibility, the Chief Officer will put in place appropriate reporting structures which provide adequate and effective oversight and assurance in relation to professional, clinical and care governance.</p> <p>6.6 The Chief Officer managing services on a pan-Tayside basis will be known as the Lead Partner. 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:</p> <ul style="list-style-type: none"> • Co-ordinates the strategic planning of the lead partner services. • Will seek approval from <u>all</u> Integration Joint Boards on its proposed strategy for those services as required in Section 29 of the Act 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. <p>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.</p> <p>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</p>

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	<p>services.</p> <p>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 City. The Chief Officer will be a substantive member of the senior management teams of both Dundee City Council and NHS Tayside.</p> <p>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 for the oversight of delegated, inpatient mental health, inpatient learning disability and inpatient drug and alcohol functions, to the population of Dundee City.</p> <p>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.</p> <p>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 City Community Partnership Plan.</p>
Workforce	
<p>The arrangements in relation to their respective workforces agreed by the Parties are:</p> <p>7.1 The Parties are committed to ensuring staff possess the necessary skills and knowledge to provide service users in Dundee City with the highest quality services. Any future changes 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.</p> <p>7.2 Human resource services and workforce planning information will continue to be provided by the appropriate corporate human resource functions within the Council and NHS Tayside. The existing Council and NHS Tayside professional/clinical supervision arrangements will continue.</p>	<p>Note: paragraphs from elsewhere relating to staff and workforce issues have been moved into this section. Further detail about the requirements of a workforce plan has been included. New requirements about whistleblowing have been added.</p> <p>The arrangements in relation to their respective workforces agreed by the Parties are:</p> <p>8.1 The Parties are committed to ensuring staff possess the necessary skills and knowledge to provide service users in Dundee City 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.</p> <p>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</p>

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<p>7.3 The Parties will deliver, within 3 months of the establishment of the Integration Joint Board, a Workforce and Organisational Development Strategy for integrated functions. The Strategy will set out how support and development will be provided for and to the workforce. Reviews of the Strategy will be undertaken in conjunction with the Integration Joint Board.</p>	<p>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.</p> <p>8.3 The Parties will continue to provide human resource services and workforce planning information by the appropriate corporate human resource functions within the Council and NHS Tayside.</p> <p>8.4 The Parties will ensure that professional/clinical supervision arrangements are in place.</p> <p>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.</p>
Finance	
<p>The Parties agree, as prescribed in Section 1 of the Act, the arrangements in relation to the determination of the amounts to be paid, or set aside, and their variation, to the Integration Joint Board by NHS Tayside and the Council are:</p> <p>8.1 In the first instance the Council will host the financial transactions of the Integration Joint Board unless or until agreed otherwise. These transactions will cover Requisitions made to the Integration Joint Board from the Parties and the Direction 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.</p> <p>8.2 The Chief Finance Officer of the Integration Joint Board will be accountable</p>	<p>Note: Updated to address improved arrangements since the establishment of the original scheme and to remove references to the first three years of the establishment of the Integration Joint Board. Paragraphs have been reordered to improve flow and clarity.</p> <p>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.</p> <p>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.</p>

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<p>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.</p> <p>8.3 The Parties will provide the required financial support and co-operation to enable the relevant transactions to be administered and financial reports to be provided to the Chief Finance Officer. In the first instance the Parties will not charge the Integration Joint Board for services provided for financial accounting support unless or until agreed otherwise.</p> <p>8.4 The Requisition from the Integration Joint Board to the Parties will include the cost of the Chief Officer and Chief Finance Officer which will be shared in accordance with a tripartite agreement between the Integration Joint Board and the Parties. The Parties will continue to provide all other corporate finance support services as appropriate to adequately support the financial management of the Integration Joint Board, unless subsequently agreed otherwise by the Parties and the Integration Joint Board.</p> <p>8.5 In the first instance the Integration Joint Board will have no cash transactions and will not engage or provide grants to third parties unless or until agreed otherwise.</p> <p>8.6 The Integration Joint Board will have appropriate assurance arrangements in place (detailed in the Strategic Plan) to ensure best practice principles are followed by the Parties for the commissioned services.</p> <p>8.7 The Financial Strategy of the Integration Joint Board will be prepared by the Chief Officer and Chief Finance Officer following discussions with the Parties who will provide a proposed budget based on the Requisition for year 1 and indicative Requisitions for subsequent years. The Strategic Plan will ensure the services commissioned by the Integration Joint Board are delivered within the financial resources available.</p> <p>8.8 The annual resources provided to the Integration Joint Board for operationally devolved functions will initially reflect the running costs and associated income categories agreed locally.</p> <p>8.9 A due diligence process will be completed in advance of the establishment of the Integration Joint Board. The financial contribution for the first year of the Integration Joint Board in respect of the functions delegated to it will be calculated following completion of the due diligence process.</p>	<p>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 Budget Requisitions over the period of the Strategic The Strategic Plan will ensure the services commissioned by the Integration Joint Board are delivered within the financial resources available.</p> <p>9.4 The Council will host the financial transactions of the Integration Joint Board unless or until agreed otherwise. These transactions will cover Requisitions made to the Integration Joint Board from the Parties and the Direction 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.</p> <p>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.</p> <p>9.6 The Parties will engage with the Chief Officer and Chief Finance officer while considering these Requisitions through their respective budget setting processes.</p> <p>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.</p> <p>9.8 The Integration Joint Board may consider any substantial changes to its Strategic Plan based on the final financial settlement with the Parties.</p> <p>9.9 The Parties will confirm the actual budget Requisition to the Integration Joint Board within a suitable timescale to enable the Integration Joint Board to agree it's delegated 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 functions that are being directed, how they are to be delivered and the resources to be used in delivery.</p> <p>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:</p> <ul style="list-style-type: none"> • Actual occupied bed days and admissions in recent years.

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<p>8.10 Following the first financial year the Chief Finance Officer will make annual budget Requisitions to the Parties in the format reflected within their respective budget guidance and to align 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.</p> <p>8.11 Thereafter, the Chief Finance Officer will give consideration to areas of adjustment of budget requisitions in light of actual or projected performance (where applicable for each Party) and taking into account the Parties Corporate Financial Plans. 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.</p> <p>8.12 The Chief Officer and Chief Finance Officer will meet with the Parties senior finance officers to review and, if necessary, revise the budget Requisition in line with locally agreed budget setting timetables.</p> <p>8.13 The Parties will consider these Requisitions through their respective budget setting processes and will confirm the actual budget Requisition to the Integration Joint Board the day after the Council Tax legally requires to be set each 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 functions that are being directed, how they are to be delivered and the resources to be used in delivery.</p> <p>8.14 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:</p> <ul style="list-style-type: none"> • 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). <p>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.</p> <p>8.15 On an annual basis the 'large hospital' Set Aside budget will be adjusted to reflect planned hospital capacity, as per the Strategic Plan. The Strategic Plan will</p>	<ul style="list-style-type: none"> • 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). <p>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</p> <p>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:</p> <ul style="list-style-type: none"> • 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). <p>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.</p> <p>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</p> <p>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</p> <p>9.16 The Parties will provide financial information to the Chief Finance Officer and the Integration Joint Board on a monthly basis regarding delegated 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.</p>

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<p>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:</p> <ul style="list-style-type: none"> • The planned changes to 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). <p>8.16 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 reports will be shared with the Parties simultaneously. To assist with the above the Parties will provide information to the Integration Joint Board regarding costs incurred by them on a monthly basis. The frequency, form and content of reports will be agreed by the Integration Joint Board. The Parties will routinely make available to the Chief Finance Officer information regarding the corporate financial reporting position of their respective parent bodies. NHS Tayside will provide financial information to the Chief Finance Officer and the Integration Joint Board on a monthly basis regarding services directed in line with the Strategic Plan and the associated 'large hospital' set aside.</p> <p>8.17 In exceptional circumstances the Parties may 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 Joint 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.</p> <p>8.18 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.</p> <p>8.19 Parties may increase the payment in year to the Integration Joint Board for supplementary allocations in relation to the delegated services approved for the Integration Joint Board which could not have been reasonably foreseen at the time the Integration Joint Board budget for the year was agreed. Proposals must be</p>	<p>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.</p> <p>9.18 Where an unplanned 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 Integration Joint Board and the Parties to address in year overspends and any recurring overspends for future financial years.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>9.23 Balancing payments may require to be made between the Parties to reflect imbalances between Requisitions and the amount of devolved budgets. The frequency and timing of any such payment will be agreed between the Parties and the Integration Joint Board.</p> <p>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 joint budget for the year was agreed. Consideration must be made by the Parties as to the use of contingency amounts or accessible reserves held</p>

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<p>agreed through a tri partite agreement between the Parties and the Integration Joint Board.</p> <p>8.20 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.</p> <p>8.21 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.</p> <p>8.22 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 following arrangements will apply:</p> <ul style="list-style-type: none"> • 1st and 2nd financial year of Integration Joint Board – the overspend will be met by the Party to which the spending Direction for service delivery is given i.e. that Party with operational responsibility, unless agreed otherwise through a tripartite agreement between the Integration Joint Board and the Parties; • 3rd financial year of the Integration Joint Board onwards – 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. <p>In the event that further services and their associated budgets are added to the initial scope of the Integration Joint Board the above timelines will not be adjusted unless the Parties agree otherwise.</p> <p>8.23 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 unless the following conditions apply:</p> <ul style="list-style-type: none"> • 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. <p>8.24 If these conditions apply the underspend will be returned to each of the Parties as follows:</p> <ul style="list-style-type: none"> • 1st and 2nd financial year of the Integration Joint Board – the underspend 	<p>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</p> <p>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.</p> <p>9.26 Parties may increase the payment in year to the Integration Joint Board for supplementary allocations in relation to the delegated services approved for the Integration Joint Board which could not have been reasonably foreseen at the time the Integration Joint Board budget for the year was agreed. Proposals must be agreed through a tri partite agreement between the Parties and the Integration Joint Board.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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<p>will be returned to the Party to which the spending Direction for service delivery is given i.e. that Party with operational responsibility, unless agreed otherwise through a tripartite agreement between the Integration Joint Board and the Parties;</p> <ul style="list-style-type: none"> • 3rd financial year of the Integration Joint Board onwards – the underspend 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. <p>8.25 In the event that further services and their associated budgets are added to the initial scope of the Integration Joint Board the above noted timelines will not be adjusted unless the Parties agree to deviate from this.</p> <p>8.26 Balancing payments may require to be made between the Parties to reflect imbalances between requisitions and devolved budgets. The frequency and timing of payment during the course of the financial year, year end adjustment for final actuals and whether payments are based upon budgeted, projected or actual spend will be agreed between the Parties and the Integration Joint Board.</p> <p>8.27 In the first instance the Integration Joint Board will not hold any non current assets or related debt. 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.</p> <p>8.28 The Strategic Plan will provide the basis for the Integration Joint Board to present proposals to the Parties to influence capital budgets and prioritisation.</p> <p>8.29 Following the 1st financial year, 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.</p> <p>8.30 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.</p>	
PARTICIPATION AND ENGAGEMENT	
<p>9.1 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:</p> <ul style="list-style-type: none"> • The views of all participants were valued; • It was transparent; • The results of the consultation exercise were published; 	<p>Note: Updated to reflect planned consultation on revised scheme <i>To be revised once consultation on the scheme is completed</i></p> <p>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:</p>

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<ul style="list-style-type: none"> • It was an accessible consultation; • The material for consultation was provided in a variety of formats; • The draft scheme was published and comments invited from members of the public; • It was the start of an on-going dialogue about integration. <p>9.2 The stakeholders consulted in the development of this Scheme were: NHS Tayside Board; Perth and Kinross Council; Dundee City Council; 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 City 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; Elected members of Dundee City Council; Dundee City Shadow Health and Social Care Integration Joint Board</p> <p>9.3 A range of engagement methods were used to consult on the Scheme:</p> <ul style="list-style-type: none"> • A questionnaire made available by email to a range of partners, carers and the wider public; • Electronic distribution of the Scheme with information available on the home pages of Dundee City Council and NHS Tayside; • A joint press release which informed the public of 'pop up' events in their locality; • Pop up events took place in localities; • Electronic team briefings for staff and staff drop in events in a range of venues; • Briefings with Elected Members of Dundee City Council and with Dundee City Health and Social Care Integration Joint Board. <p>9.4 The Parties will support the Integration Joint Board to prepare an Involvement and Engagement Plan by providing appropriate resources and support. The Involvement and Engagement Plan shall ensure significant engagement with,</p>	<ul style="list-style-type: none"> • The views of all participants were valued • It was transparent • The results of the consultation exercise were published • It was an accessible consultation • The material for consultation was provided in a variety of formats • The draft scheme was published, and comments invited from members of the public • It was the continuation of an on-going dialogue about integration. <p>10.2 The stakeholders consulted were:</p> <ul style="list-style-type: none"> • Tayside NHS Board • Dundee City Council • Dundee City Council • Perth and Kinross Council • Dundee City 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 City 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 • Elected members of Dundee City, Dundee City and Perth and Kinross Councils.

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<p>and participation by, members of the public, representative groups and other organisations in relation to decisions about the carrying out of integration functions. Feedback will be encouraged with internal and external stakeholders and the range of ways in which communities, groups and individuals can comment or share ideas will be explicit in all involvement and engagement activity.</p> <p>9.5 In the development of the Involvement and Engagement plan the Integration Joint Board will take account of the Tayside Communications Framework and the Dundee City Involvement and Engagement Plan. These have been agreed by the Partners and include agreed principles and practice in line with the principles and practice endorsed by the Scottish Health Council and those set out in the National Standards for Community Engagement.</p> <p>9.6 The Tayside Communications Framework and the Dundee City Involvement and Engagement Plan provide a framework for sharing information with the public and with staff.</p> <p>9.7 An involvement and engagement work stream will support the development of the involvement and engagement plan and identify key actions and issues.</p> <p>9.8 The Integration Joint Board will ensure that the action and activity plans reflect the development needs of an interagency workforce and will be rolled-out across Dundee City, linking with the Dundee City Health and Social Care Workforce and Organisational Development Strategy.</p> <p>9.9 In the process of developing the Strategic Plan and related matters engagement will take place with all partners in accordance with section 33 of the Act.</p> <p>9.10 The Integration Joint Board will consider a range of ways in which to connect with all stakeholders. The Integration Joint Board will use existing consultation methods, for example consulting with and involving the Public Partners Network when planning and delivering public events to ensure that as many people as possible are reached.</p> <p>9.11 The Tayside Communications Framework and the Dundee City Involvement and Engagement Plan will be reviewed annually with reports submitted to the Integration Joint Board in line with reviews of the Strategic Plan.</p> <p>9.12 The Parties will make available service user/carer/patient participation and engagement teams to the Integration Joint Board as this relates to services delegated within the Integration Scheme.</p> <p>9.13 The Parties will make available communication support to allow the Integration Joint Board to engage and participate.</p> <p>9.14 The Tayside Communications Framework and Dundee City Involvement</p>	<p>10.3 A range of engagement methods were used to consult on the Scheme:</p> <ul style="list-style-type: none"> • 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 • Joint media releases with audio and video packages made available • Staff briefings in various, accessible formats- online, video, Q and A's etc. • Briefings with members of Tayside NHS Board, Elected Members of the Council and with the Integration Joint Board members. <p>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.</p> <p>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.</p> <p>10.6 The Parties will continue to allocate responsibility to senior managers and their teams to support local public and staff involvement and communication.</p>

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and Engagement Plan will be reviewed and where relevant amended within 6 months of the establishment of the Integration Joint Board	
INFORMATION SHARING AND DATA HANDLING	
<p>10.1 Along with a number of other stakeholders the Parties are members of the Tayside Data Sharing and Information Governance Group which is a group that ensures there are appropriate high level information sharing protocols in place to govern information sharing and data handling arrangements. The Parties will ratify the use of the Scottish Accord on the Sharing of Personal Information (SASPI).</p> <p>10.2 SASPI provides a statement of principles on data sharing issues and general guidance to staff on:</p> <ul style="list-style-type: none"> • Sharing information ; • Specific purposes served ; • People it impacts upon; • Relevant legislative powers ; • What data is to be shared; • Consent processes; • Required operational procedures; • Procedures for review. <p>10.3 Within three months of the establishment of the Integration Joint Board the Parties will request the Tayside Data Sharing Information and Governance Group extends an invitation to the Integration Joint Board to become a member and will invite the Integration Joint Board to be a party to SASPI.</p> <p>10.4 The Parties will work together to ensure that SASPI is reviewed on a two yearly basis and that as part of this process the views of the Integration Joint Board will be canvassed and considered.</p> <p>10.5 Within three months of the establishment of the Integration Joint Board the Parties will develop and agree an Information Sharing Agreement to define the processes and procedures that will apply to sharing information for any purpose connected with the preparation of a Strategic Plan or the carrying out of the integration functions. The Integration Joint Board will be invited by the parties to review the Information Sharing Agreement and become a party to it.</p> <p>10.6 The Parties undertake to review the Information Sharing Agreement on an annual basis with the Integration Joint Board.</p>	<p>Note: updated to take account of new legislation and improved arrangements.</p> <p>11.1 The Parties agree to be bound by the Information Sharing Protocol and to use the Scottish Information Sharing Toolkit and guidance from the Information Commissioners Office, in respect of information sharing.</p> <p>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.</p> <p>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.</p> <p>11.5 With regard to person identifiable material, data will be held in both electronic and paper formats and only be accessed by authorised staff, in order to provide the patient or service user with the appropriate service.</p> <p>11.6 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 General Data Protection Regulations ('the 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 and this will include appropriate information governance assessments to demonstrate due diligence to meet the required data protection obligations...</p> <p>11.7 Where the sharing consists of 'special category' information the legal basis for sharing will be consistent with the requirements of Article 9 of the GDPR and schedule 1 of the Data Protection Act 2018 ('the DPA').</p> <p>11.8 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 GDPR and section 35- 40 of the DPA</p>
COMPLAINTS	
	Note: Updated to take account of new national guidance and improved

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<p>The Parties agree the following arrangements in respect of complaints by service users and those complaining on behalf of service users;</p> <p>11.1 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.</p> <p>11.2 The Parties agree the principle of early frontline resolution to complaints and have existing policies and procedures in place to achieve this.</p> <p>11.3 The Parties agree that irrespective of the point of contact the Parties will show a willingness to efficiently direct complaints to ensure an appropriate response.</p> <p>11.4 Due to different legislative requirements the Parties agree that no immediate change will be made to the way in which complaints are dealt with in each of the Parties and complaints will continue to be dealt with according to the policies and procedures in place for the Parties.</p> <p>11.5 Where complaints cross the boundaries of health and social care the Parties are agreed that they will work together to achieve, where possible, a front line resolution and a joint response to a complaint.</p> <p>11.6 The Parties agree that complaints by patients/carers/service users will be managed and responded to by the lead organisation responsible for the delivery of the service to which the complaint refers in accordance with the procedures and policies in place for that Party, completed within the timescales for the relevant procedure and monitored by the Chief Officer.</p> <p>There are four established processes a complaint will follow depending on the lead organisation.</p> <ul style="list-style-type: none"> i) Statutory Social Work Complaints process ii) Dundee City Council Corporate Complaints Process iii) NHS Tayside complaints process iv) External Service Providers/Independent Contractors/3rd Party Providers <p>11.7 Complaints can be made to the Complaints and Feedback Team at www.nhstayside.scot.nhs.uk, at any Dundee City Council office or at www.DundeeCity.gov.uk. A response will be given as soon as possible and will be within no more than 20 working days.</p> <p>11.8 External service providers will be required to have a complaints procedure in place. Where complaints are received that relate to a service provided by an external provider the lead organisation will refer the complainant to the external</p>	<p>arrangements. Unnecessary detail removed.</p> <p>The Parties agree the following arrangements in respect of complaints on behalf of, or by, service users.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>12.4 All complaints procedures will be clearly explained, well publicised, accessible, will allow for timely recourse and will sign-post independent advocacy services.</p> <p>12.5 The person making the complaint will always be informed which Complaints Handling Procedure is being applied to their complaint.</p>

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<p>service provider for resolution of their complaint.</p> <p>11.9 All complaints will be investigated and responded to according to the lead organisation's procedure, completed within the timescales for the relevant procedure and monitored by the Chief Officer.</p> <p>11.10 The Chief Officer will have an overview of complaints related to integrated functions and will provide a commitment to joint working, wherever necessary, between the Parties when dealing with complaints about integrated services.</p> <p>11.11 If a complaint remains unresolved complainants will be informed of their right to go either to the Scottish Public Services Ombudsman for services provided by NHS Tayside, or to the Social Work Complaints Review Committee following which, if their complaints remains unresolved, they have the right to go to the Scottish Public Services Ombudsman for services provided by the Council.</p> <p>11.12 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.</p> <p>11.13 Data sharing requirements relating to any complaint will follow the Information and Data sharing protocol set out in section 10 of this scheme.</p> <p>11.14 Relevant performance information and lessons learned from complaints will be collected and reported in line with the Clinical & Care Governance section 5 of this Scheme.</p> <p>11.15 A joint complaints performance report will be produced annually for consideration by the Integration Joint Board.</p>	
CLAIMS HANDLING, LIABILITY & INDEMNITY	
<p>12.1 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.</p> <p>12.2 The Parties and the Integration Joint Board agree to ensure that any such claims are progressed quickly and in a manner which is equitable between them.</p> <p>12.3 Scots Law (including common law and statutory rules) relating to liability will apply.</p> <p>12.4 The Parties and the Integration Joint Board will assume responsibility for progressing and determining any claim which relates to any act or omission on the part of one of their employees.</p> <p>12.5 The Parties and the Integration Joint Board will assume responsibility for progressing and determining any claim which relates to any building which is owned</p>	<p>Note; no change to this section</p> <p>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.</p> <p>13.2 The Parties and the Integration Joint Board agree to ensure that any such claims are progressed quickly and in a manner which is equitable between them.</p> <p>13.3 Scots Law (including common law and statutory rules) relating to liability will apply.</p> <p>13.4 The Parties and the Integration Joint Board will assume responsibility for progressing and determining any claim which relates to any act or omission on the part of one of their employees.</p> <p>13.5 The Parties and the Integration Joint Board will assume responsibility for progressing and determining any claim which relates to any building which is owned or</p>

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<p>or occupied by them.</p> <p>12.6 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.</p>	<p>occupied by them.</p> <p>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.</p>
<p>RISK MANAGEMENT</p>	
<p>13.1 The Parties and the Integration Joint Board will develop a Shared Risk Management strategy by 1 November 2015. The development of a shared strategy will consist of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Identification, assessment and prioritisation of risk related to the delivery of services, particularly those which are likely to affect the Integration Joint Board's delivery of the Strategic Plan; <input type="checkbox"/> Identification and description of processes for mitigating these risks; <input type="checkbox"/> Agreed reporting standards. <p>13.2 The strategy will set out The key risks associated with the establishment and implementation of the Integration Joint Board</p> <ul style="list-style-type: none"> <input type="checkbox"/> An agreed risk monitoring framework; <input type="checkbox"/> Risks that should be reported from the date of delegation of functions and resources; <input type="checkbox"/> Frequency of reporting; <input type="checkbox"/> Process for agreeing changes with the Integration Joint Board. <p>13.3 The parties will make relevant resources available to support the Integration Joint Board in its risk management.</p> <p>13.4 The Chief Officer will be responsible for drawing together the joint risks from the relevant organisations and preparing a joint risk register within 3 months of the establishment of the Integration Joint Board.</p> <p>13.5 The Parties and the Integration Joint Board will consider and agree which risks should be taken from their own risk registers and placed on the shared risk register within three months of the establishment of the Integration Joint Board.</p> <p>13.6 The Parties and the Integration Joint Board will consider these risks as a matter of course and notify each other where they have changed.</p>	<p>Note: updated to reflect improved arrangements and agreed policy.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>14.2 The strategy will be reviewed every three years.</p> <p>14.3 The Integration Joint Board will be responsible for managing strategic risk. The Parties will retain responsibility for managing operational risks.</p> <p>14.4 The Parties will make relevant resources available to support the Integration Joint Board in its risk management.</p> <p>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</p> <p>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</p>

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	<p>Integration Joint Board.</p> <p>14.7 The Parties and the Integration Joint Board will consider these risks at least annually and notify each other where they have changed.</p>
DISPUTE RESOLUTION MECHANISM	
<p>14.1 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:</p> <p>14.1.1 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”.</p> <p>14.1.2 The Chief Executives of the Parties will meet, within seven days of the relevant date, to attempt to resolve the issue;</p> <p>14.1.3 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;</p> <p>14.1.4 In the event that the issue remains unresolved, representatives of the Parties will proceed to independent mediation with a view to resolving the issue.</p> <p>14.1.5 Within 28 days of the relevant date, duly authorised representatives the Parties will 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.</p> <p>14.2 Where the issue remains unresolved after following the processes outlined in 14.1.1- 14.1.5 above, the Parties agree that they will notify Scottish Ministers that agreement cannot be reached.</p> <p>14.3 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.</p>	<p>Note; No change</p> <p>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:</p> <p>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”.</p> <p>15.1.2 The Chief Executives of the Parties will meet, within seven days of the relevant date, to attempt to resolve the issue;</p> <p>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;</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>15.4 The Parties agree to be bound by this determination of this dispute resolution mechanism.</p>

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14.4 The Parties agree to be bound by this determination of this dispute resolution mechanism.	agree to be bound by this determination of this dispute resolution mechanism.
Annexes	
	Note: renumbering of annexes to improve clarity and added flexibility to lead partner arrangements (part 1 annex 3) otherwise no change, please see revised scheme for detail